



A G E N D A

CITY OF SEASIDE
CITY COUNCIL

REGULAR MEETING
VIRTUAL ONLY
Thursday, April 15, 2021
7:00 PM

This meeting is compliant with Governor Newsom's Executive Order N-29-20 which allows local legislative bodies to hold public meetings electronically only, without a physical location for public participation, accessible only telephonically or otherwise electronically (video conferencing) to all members of the public seeking to observe and address the local legislative body, in order to avoid public gatherings, and until further notice.

REMOTE PUBLIC COMMENTS To make a public comment, the following options are available:

- Before the Meeting via Email: Written comments can be emailed to CityClerk@ci.seaside.ca.us Include the following subject line: "Public Comment Item # (insert the agenda item number relevant to your comment). Written comments must be received by 4:00 p.m. on the day of the meeting. All submitted comments will be provided to the City Council or the Board for consideration, compiled as part of the record, and may be read into the record.
- During the Meeting via Oral Comments: When the Chair calls for public comment, attendees can queue to speak with the "Raise Hand" feature. On the Zoom application, click the "Raise Hand" button. On the phone, press *9. The Clerk will call speaker names and unmute speaker microphones. You will have up to 3 minutes to provide your comments, with time set by the discretion of the Mayor. Please note, written comments will not be read but will be included in the final record.

In an effort to ensure the virtual process closely follows our normal process, public comment will be accepted in writing during the meeting, but may not be read into the record during the meeting. They will be included in the final administrative record.

VIRTUAL MEETING ACCESS

This meeting can be watched via the City of Seaside You Tube channel

https://www.youtube.com/channel/UC1Cu7854Ohtjpr_XV1tDvRg

Or by joining the Zoom webinar link <https://us02web.zoom.us/j/81936832059>

Or call in phone number: 669-900-9128

Zoom Meeting Id 819 3683 2059

1. CALL TO ORDER

2. ROLL CALL – ESTABLISHMENT OF QUORUM

Ian N. Oglesby
David R. Pacheco
Jason Campbell
Jon Wizard

Mayor
Mayor Pro Tem
Council Member
Council Member

3. INVOCATION AND PLEDGE OF ALLEGIANCE**4. REVIEW OF AGENDA**

If there are any items that arose after the 72-hour posting deadline, this is the point in the meeting where a vote may be taken to add the item to the agenda. (A 2/3-majority vote is required).

5. PUBLIC COMMENT

Members of the public wishing to address the Board on matters within the jurisdiction of the City of Seaside, but not on this agenda, may do so during the Public Comment period for up to three (3) minutes. Public Comments on specific agenda items are heard under that item. For the public record, please state your name.

6. PUBLIC AGENCY COMMUNICATIONS

This is a time specifically set aside for representatives of public agencies to make brief comments of general interest to the City Council and the community.

A. CITY OF SEASIDE AND THE FOOD BANK OF MONTEREY COUNTY FREE FOOD DISTRIBUTION**7. PRESENTATIONS****A. VACCINE UPDATE****B. MONTEREY ROAD CLOSURE FOR PG&E GAS MAIN INSTALLATION PROJECT****8. CONSENT AGENDA****A. APPROVE MINUTES FROM MARCH 25, 2021**

RECOMMENDATION: Approve minutes as presented.

B. APPROVE MINUTES FROM APRIL 1, 2021

RECOMMENDATION: Approve minutes as presented.

C. APPROVE AND FILE CITY CHECKS

RECOMMENDATION: Approve and file the accounts payable and wired payments made during the period of March 20, 2021 through April 2, 2021

including the payroll and benefits checks, direct deposits and wired payments related to the pay period ending March 25, 2021. Total Accounts Payable and Payroll for the above referenced period is \$1,734,692.84.

D. APPROVE ENVIRONMENTAL SERVICES COOPERATIVE AGREEMENT (ESCA) QUARTERLY REPORT

RECOMMENDATION: Approve report as presented.

E. PROCLAMATION FOR ARBOR DAY

RECOMMENDATION: Recognition of Arbor Day in the City of Seaside.

F. AUTHORIZATION TO DISPOSE OF SURPLUS CITY VEHICLES AND EQUIPMENT

RECOMMENDATION: Approve the disposal of City vehicles and equipment that are no longer needed and considered excess due to inoperability or poor condition as identified in this report.

G. ADOPT A RESOLUTION AUTHORIZING AN AMENDMENT TO THE AGREEMENT FOR CONTRACTOR SERVICES WITH PRECISION CONCRETE CUTTING FOR SIDEWALK INSPECTION AND MAINTENANCE SERVICES FOR AN AMOUNT NOT TO EXCEED \$66,000

RECOMMENDATION: Adopt a Resolution (Attachment 1) authorizing the City Manager to execute an Amendment (Attachment 2) to the Agreement for Contractor Services with Precision Concrete Cutting for sidewalk inspection and maintenance services for an amount not to exceed \$66,000.

H. APPROVE A MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM SEASIDE HIGH SCHOOL BOYS AND GIRLS SWIM TEAM

RECOMMENDATION: Approve a request from the Seaside High School Swim Team for a donation of Three Thousand Dollars (\$3,000.00) from the Mayor's Youth Fund to help cover the cost associated with purchasing replacement swim equipment, parkas, fins, kick boards and other safety equipment for the team.

I. ADOPT A RESOLUTION APPROVING SUBRECIPIENT AGREEMENTS UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT - CORONAVIRUS RESPONSE (CDBG-CV) PROGRAM FOR FY20/21

RECOMMENDATION: Adopt a Resolution (**Attachment A**) in order to approve CDBG-CV Subrecipient Agreements for FY20/21 with:

1. Central Coast VNA and Hospice, Inc. to provide COVID-19 vaccination

- services in the amount of \$234,188;
2. Meals on Wheels Monterey Peninsula, Inc. to provide meals to low and moderate-income Seaside residents who are impacted by COVID-19 in the amount of \$36,029; and
 3. Food Bank for Monterey County to provide food boxes to low and moderate-income Seaside residents who are impacted by COVID-19 in the amount of \$36,029.

J. AUTHORIZE CITY MANAGER OR HIS DESIGNEE TO ENTER INTO A FIVE YEAR AGREEMENT WITH BANK OF THE WEST FOR BANKING AND MERCHANT SERVICES

RECOMMENDATION: Authorize City Manager or his designee to enter into a five year agreement with Bank of the West for banking and merchant services

K. AMEND THE CONSTRUCTION CONTRACT WITH OLYMPUS AND ASSOCIATES INC. FOR THE MUNICIPAL WATER TANK REHABILITATION PROJECT AND EXECUTE CHANGE ORDER #02 TO INCLUDE RECOATING OF INTERIOR TANK FOR AN AMOUNT NOT TO EXCEED \$114,000

RECOMMENDATION: Approve a Resolution (Attachment 1) amending construction contract with Olympus and Associates Inc. for the Municipal Water Tank Rehabilitation Project and execute change order #2 (Attachment 2) to include recoating of the north water storage tank interior for an amount not to exceed \$114,000.

9. PUBLIC HEARING

A. APPROVE A RESOLUTION ADOPTING THE 2021-2022 ANNUAL ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

RECOMMENDATION: Approve a Resolution (**Attachment A**) in order to:

1. Adopt the FY2021-2022 Annual Action Plan (**Attachment B**);
2. Authorize the City Manager to submit the FY2021-2022 Annual Action Plan to U.S. Department of Housing and Urban Development (HUD);
3. Designate the City Manager, or the City Manager's designee, as the official representative to sign all certifications and assurances (**Attachment C**), and sub-agent agreements for the use of funds approved in the FY2021-2022 Annual Action Plan; and
4. Authorize a related budget appropriation for \$477,055 to the CDBG fund for the amounts in the Annual Action Plan.

10. BUSINESS ITEMS

A. DISCUSS AND MAKE RECOMMENDATIONS FOR THE COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY (CEDs) REPORT AND ISSUE LETTER OF SUPPORT TO MONTEREY COUNTY

RECOMMENDATION: Approve a letter of support to Monterey County Board of Supervisors for CEDs to include items per Council recommendation.

B. DISCUSS AND CONSIDER THE ESTABLISHMENT OF A BROADWAY AVENUE "WALK OF FAME" (MAYOR PRO TEM PACHECO)

RECOMMENDATION: Approve the establishment of a Broadway Avenue "Walk of Fame" in honor of Seaside residents that have made significant contributions to the Community.

11. COUNCIL MEMBER REQUESTS

A. DISCUSS AND CONSIDER A RESOLUTION EXPRESSING INTEREST IN CONTRIBUTING TO A FEASIBILITY ANALYSIS FOR THE ESTABLISHMENT OF A CENTRAL COAST PUBLIC BANK WITH REGIONAL PARTNERS (MAYOR OGLESBY)

12. MAYOR, CITY COUNCIL, CITY MANAGER AND CITY ATTORNEY COMMENTS AND REPORTS ON COMMITTEE ASSIGNMENTS

This is a time specifically set aside for members of the City Council, the City Manager and City Attorney to make brief comments of general interest to the community, make requests that items be added to future City Council meeting agendas as necessary and report on committee assignments.

13. ADJOURNMENT

Next Regularly Scheduled Meeting:
May 6, 2021
7:00 PM

The City of Seaside is committed to providing accessible facilities and accommodating people with disabilities in all of its services programs and activities. If special considerations are needed by any person to fully participate in this meeting, contact the City Clerk at 899-6707 no fewer than two business days prior to the meeting to allow reasonable arrangements. Agendas are posted at:

<http://www.ci.seaside.ca.us/129/City-Council-Committee-Agendas>

Agenda-related writings or documents provided during public meetings are available for public inspection during the meeting or from the office of the City Clerk. This agenda is posted in compliance with California



DRAFT MINUTES
CITY OF SEASIDE
CITY COUNCIL

SPECIAL MEETING
VIRTUAL ONLY
Thursday, March 25, 2021
5:00 PM

1. CALL TO ORDER

The meeting was called to order at 5:00 PM.

2. ROLL CALL – ESTABLISHMENT OF QUORUM

PRESENT: Campbell, Garcia-Arrazola, Oglesby, Pacheco, Wizard
ABSENT: None

3. PLEDGE OF ALLEGIANCE

Recited

4. PUBLIC COMMENT

Pastor Ronald Britt, Name not given

5. STUDY SESSION

A. AFFORDABLE HOUSING STRATEGIES STUDY SESSION

City Manager Malin provided a verbal presentation. Housing Program Manager responded to questions from the Council.

The City Council discussed strategies to advance the construction of affordable housing.

PUBLIC COMMENT: Miz Gayle, Dianne Nielson, Sarah Howland, LisAnne

6. ADJOURNMENT

The meeting was adjourned at 6:27 p.m.

Respectfully submitted,

Dominique L. Davis, City Clerk

Ian N. Oglesby, Mayor



DRAFT MINUTES

CITY OF SEASIDE
CITY COUNCIL

REGULAR MEETING
VIRTUAL ONLY
Thursday, April 1, 2021
7:00 PM

1. CALL TO ORDER

Mayor Oglesby called the meeting to order at 7:00 p.m.

2. ROLL CALL – ESTABLISHMENT OF QUORUM

PRESENT: Campbell, Garcia-Arrazola, Oglesby, Pacheco, Wizard

ABSENT: None

3. INVOCATION AND PLEDGE OF ALLEGIANCE

The invocation was led by Pastor Ronald Britt and; the Pledge was led by City Attorney Sheri Damon.

4. REVIEW OF AGENDA

No changes.

5. PUBLIC COMMENT

Lisa Sawhney

6. PUBLIC AGENCY COMMUNICATIONS

Recreation Director Dan Meewis announced Seaside's Easter events.

7. PRESENTATIONS

A. VACCINE UPDATE

Seaside Fire Division Chief Paul Blaha provided the update and responded to questions from the Council.

B. UPDATE ON INSTALLATION OF SIGNAGE FOR TWO (2) HOUR TIME LIMIT FOR PARKING IN THE WEST BROADWAY URBAN VILLAGE

City Engineer Nisha Patel reviewed the proposed locations of the request for 2 hour parking on Broadway Avenue.

8. CONSENT AGENDA

Councilmember Campbell requested to pull item 8C. There were no comments from the public.

On motion by Councilmember Campbell and second by Mayor Pro Tem Pacheco and carried by the following roll call vote, the Council moved to approve the consent agenda except for item 8C.

RESULT: 5-0

AYES: Campbell, Garcia-Arrazola, Oglesby, Pacheco, Wizard

NOES: None

A. APPROVAL OF MINUTES FROM MARCH 18, 2021

Action: Approved

B. APPROVE AND FILE CITY CHECKS

Action: Approved & Filed

**C. APPROVE THE TRAFFIC ADVISORY (TAC) COMMITTEE
RECOMMENDATION FOR 20 MINUTE PARKING DESIGNATION IN FRONT
OF 780 ELM STREET**

Councilmember Campbell asked for clarification regarding the recommendation to approve a denial of the TAC application.

On motion by Councilmember Campbell and second by Mayor Pro Tem Pacheco and carried by the following roll call vote, the Council moved to approve the item.

RESULT: 5-0

AYES: Campbell, Garcia-Arrazola, Oglesby, Pacheco, Wizard

NOES: None

Action: Approved

**D. ADOPT A RESOLUTION APPROVING AN ON-CALL CONSULTANT LIST FOR
HAZARDOUS MATERIALS INVESTIGATION, WASTE CHARACTERIZATION,
AND REMEDIATION DESIGN AND INSPECTION SERVICES**

Action: Approved

**E. APPROVAL OF A RESOLUTION MODIFYING THE POSITION ALLOCATION
LIST TO ADD ONE COMMUNICATION AND COMMUNITY ENGAGEMENT
SPECIALIST AND ESTABLISHING THE SALARY FOR THE POSITION**

Action: Approved

**F. APPROVE RESOLUTION ACKNOWLEDGING REVIEW AND ACCEPTANCE OF
THE 2020 GENERAL PLAN ANNUAL PROGRESS REPORT AUTHORIZING
SUBMITTAL TO THE GOVERNOR'S OFFICE OF PLANNING AND RESEARCH**

(OPR) AND THE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (HCD)

Action: Approved

9. PUBLIC HEARING

A. APPROVAL OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY SEASIDE AMENDING SECTIONS OF SEASIDE MUNICIPAL CODE TITLE 19 COMMERCIAL CANNABIS ACTIVITIES TO EXPAND THE TOTAL NUMBER OF DISPENSARIES ALLOWED, ADDING NEW DEFINITIONS AND TEXT AMENDMENTS (SECOND READING, ROLL CALL VOTE)

Community Development Director Gloria Stearns provided a brief presentation and the second reading.

PUBLIC COMMENT: Peter Kaiser, Mitchel Sawhney, Craig, Pastor Ronald Britt, Ron Lee, Dianne Nielson, Chau Lee, Danny Huynh, Rudy Mendoza, Lesia Rucker

On motion by Councilmember Wizard and second by Councilmember Garcia-Arrazola and carried by the following roll call vote, the Council moved to approve the draft ordinance amending sections of Seaside Municipal Code Title 19 Commercial Cannabis activities to expand the total number of dispensaries allowed, adding new definitions and text amendments.

RESULT: 3-2

AYES: Garcia-Arrazola, Oglesby, Wizard

NOES: Campbell, Pacheco

B. APPROVAL OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEASIDE REPEALING AND REPLACING SEASIDE MUNICIPAL CODE CHAPTER 8.31 GRAFFITI ABATEMENT (SECOND READING, ROLL CALL VOTE)

City Manager Craig Malin provided an overview of the second reading.

PUBLIC COMMENT: Eloise Shim, Mitchel Sawhney

On motion by Councilmember Campbell and second by Mayor Pro Tem Pacheco and carried by the following roll call vote, the Council moved to adopt revised draft ordinance repealing and replacing Seaside Municipal Code Chapter 8.31 Graffiti Abatement as passed to print.

RESULT: 5-0

AYES: Campbell, Garcia-Arrazola, Oglesby, Pacheco, Wizard

NOES: None

C. EXTENSION OF URGENCY ORDINANCE 2000 DECLARING A MORATORIUM ON THE ISSUANCE OF MOBILE FOOD TRUCK USE PERMITS OR ANY NEW FOOD TRUCKS

City Attorney Sheri Damon provided information on the extension of the urgency ordinance. Ms. Stearns responded to questions from the Council.

There were no comments from the public.

On motion by Councilmember Campbell and second by Mayor Pro Tem Pacheco and carried by the following roll call vote, the Council moved to approve the extension of Urgency Ordinance 2000 declaring a moratorium on the issuance of mobile food truck use permits or any new food trucks.

RESULT: 5-0

AYES: Campbell, Garcia-Arrazola, Oglesby, Pacheco, Wizard

NOES: None

10. BUSINESS ITEMS

A. ADOPT A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH VISTA ENVIRONMENTAL CONSULTING IN THE AMOUNT OF \$586,160 FOR HAZARDOUS MATERIALS INVESTIGATION, WASTE CHARACTERIZATION, AND REMEDIATION DESIGN AND INSPECTION IN SUPPORT OF THE CAMPUS TOWN DEVELOPMENT PAID FOR BY FORT ORD REUSE AUTHORITY BONDS

Ms. Patel provided a presentation and responded to questions from the Council.

PUBLIC COMMENT: Pastor Ronald Britt, Mitchel Sawhney, Eloise Shim

On motion by Mayor Pro Tem Pacheco and second by Councilmember Wizard and carried by the following roll call vote, the Council moved to adopt a Resolution authorizing the City Manager to execute a Professional Services Agreement with Vista Environmental Consulting in the amount of \$586,160 for hazardous material investigation, waste characterization, and remediation design and inspection in support of the Campus Town development.

RESULT: 5-0

AYES: Campbell, Garcia-Arrazola, Oglesby, Pacheco, Wizard

NOES: None

B. DISCUSSION AND DIRECTION ON LIGHTING TREES ON BROADWAY AVENUE

Mr. Malin and Ms. Patel provided information, presented options and responded to questions from the Council.

PUBLIC COMMENT: Mitchel Sawhney, Pastor Ronald Britt

On motion by Mayor Pro Tem Pacheco and second by Mayor Oglesby and carried

by the following roll call vote, the Council moved to approve installing string lights on the trees along West Broadway from Del Monte Boulevard to Fremont Boulevard.

RESULT: 4-1

AYES: Garcia-Arrazola, Oglesby, Pacheco, Wizard

NOES: Campbell

C. ADDITIONAL CITY COUNCIL MEETINGS (COUNCILMEMBER WIZARD)

Mr. Malin introduced the item and Councilmember Wizard provided his position in regards to the request. The Council discussed and Mr. Malin responded to questions from the Council.

On motion by Mayor Pro Tem Pacheco and second by Mayor Oglesby and carried by the following roll call vote, the Council directed staff to draft an ordinance for City Council regular meeting at 5:00 p.m., followed by the Successor Agency meetings and Special meetings as needed and agreed upon by the Council in coordination with staff.

RESULT: 5-0

AYES: Campbell, Garcia-Arrazola, Oglesby, Pacheco, Wizard

NOES: None

D. ASSIGNMENTS TO BOARDS, COMMISSIONS AND COMMITTEES (COUNCILMEMBER CAMPBELL)

Mr. Malin introduced the item and Councilmember Campbell provided his position in regards to the request.

PUBLIC COMMENT: Sarah Haller, LisAnne Sawhney

On motion by Mayor Pro Tem Pacheco to extend the meeting past 10:00 p.m. by the following roll call vote:

RESULT: 5-0

AYES: Campbell, Garcia-Arrazola, Oglesby, Pacheco, Wizard

NOES: None

The Mayor directed the City Clerk to keep tabs of openings on the Boards and Commissions for recommendation to Council and to include the applicant's background in the Councils review packets.

E. COMMUNITY FACILITIES DISTRICT ("CFD") FOR THE REDEVELOPMENT OF THE FORMER FORT ORD (MAYOR PRO TEM PACHECO)

Mr. Malin introduced the item and provided information for the Council's consideration.

On motion by Councilmember Wizard and second by Mayor Oglesby and carried by the following roll call vote, the Council moved to direct staff to begin the work necessary to form a CFD for the redevelopment of the former Fort Ord.

RESULT: 5-0

AYES: Campbell, Garcia-Arrazola, Oglesby, Pacheco, Wizard

NOES: None

11. COUNCIL MEMBER REQUESTS

Seaside Walk of Fame (Mayor Pro Tem Pacheco)

Seek partnership with MPUUSD for Cabrillo Family Resource Center (Councilmember Wizard)

**12. MAYOR, CITY COUNCIL, CITY MANAGER AND CITY ATTORNEY
COMMENTS AND REPORTS ON COMMITTEE ASSIGNMENTS**

Verbal reports provided.

13. ADJOURNMENT

The meeting adjourned at 11:03 p.m.

Respectfully submitted,

Dominique L. Davis, City Clerk

Ian N. Oglesby, Mayor



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.C.

TO: City Council

FROM: Craig Malin, City Manager

BY: Jessica Riley, Assistant Finance Director

DATE: April 15, 2021

SUBJECT: APPROVE AND FILE CITY CHECKS

RECOMMENDATION

Approve and file the accounts payable and wired payments made during the period of March 20, 2021 through April 2, 2021 including the payroll and benefits checks, direct deposits and wired payments related to the pay period ending March 25, 2021. Total Accounts Payable and Payroll for the above referenced period is \$1,734,692.84.

BACKGROUND

In accordance with Government Code Section 37208, at each City Council meeting the Council is provided a listing of the payroll and general checks issued since the last report so that it can inspect and confirm these checks. Each purchase has been reviewed and approved by the department making the purchase at the time of procurement. The invoice has been reviewed by the Finance Department prior to payment to ensure that it conforms to the approved budget.

Therefore, in accordance with Government Code Section 37208, the above referenced, and linked list of checks conforms to the approved budget and has been paid. These checks are submitted to the City Council for inspection and confirmation.

A description of the checks and wires exceeding \$10,000 are as follows:

- \$13,500.00 to Monterey County Convention & Visitor's Bureau for TID (Tourism Improvement District) Remittance for the reporting period of March 2021 from the 13 City of Seaside motels/hotels.
- \$10,528.50 to Wallace Group for January 2021 Senior Living Plan Check services (\$296.25); January 2021 SCSD prof. svcs. For Fremont Sewer Main Upgrade project (\$9,972.25).

- \$19,115.25 to Harris & Associates for SCSD prof. svcs. Project management for the period 1/31/2021-2/27/2021 (\$3,185.25); SCSD prof. svcs. Rendered 1/31/2021 - 2/27/2021 for Lift Station Upgrade project.
- \$59,115.60 to Axon Enterprise, Inc. for Year 4 of contract support for body cameras and tasers for the City of Seaside Police Department.
- \$18,933.80 to The Sohagi Law Group for KB Bakewell legal services for the months of November 2020 & January & February 2021.
- \$13,228.00 to Angelina's Bakery Deli & Café for Preparing and delivering meals, 3x/day, 4x/week for the Great Plates Initiative from 3/8/2021-3/13/2021.
- \$15,500.00 to Googie Grill for Preparing and delivering meals, 3x/day, 4x/week for the Great Plates Initiative from 3/8/2021 - 3/14/2021.
- \$610,160.53 to A. Teichert & Son, Inc. for Construction services for the City Pavement Rehabilitation Project Phase 3 through 2/28/2021.

The remaining checks, totaling \$325,880.18 include payments to vendors for operating expenditures.

The Checks report is available on the City's website here:

<https://www.ci.seaside.ca.us/194/Check-Draft-Register>

FISCAL IMPACT

There are no additional fiscal impacts.

ATTACHMENTS

None



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.E.

TO: City Council

FROM: Craig Malin, City Manager

BY: Rosa Salcedo, Senior Administrative Assistant

DATE: April 15, 2021

SUBJECT: PROCLAMATION FOR ARBOR DAY

RECOMMENDATION

Recognition of Arbor Day in the City of Seaside.

BACKGROUND

The City of Seaside is a Tree City USA. To maintain status as a Tree City USA, the City must have a proclamation for Arbor day, which is attached.

FISCAL IMPACT

None.

ATTACHMENTS

1. Arbor Day Proclamation
-

Reviewed for Submission to the City Council by:

A handwritten signature in blue ink, appearing to be "Craig Malin", written over a horizontal line.

Craig Malin, City Manager

City of Seaside PROCLAMATION



Arbor Day April 30, 2021

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal.

NOW THEREFORE, BE IT PROCLAIMED, that, I, The Honorable Ian N. Oglesby, Mayor of the City of Seaside, California, on behalf of the City Council do hereby proclaim April 30, 2021 as "**Arbor Day**" in the City of Seaside, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and Further, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Ian N. Oglesby, Mayor

April 15, 2021



CITY OF SEASIDE STAFF REPORT

Item No.: 8.F.

TO: City Council

FROM: Craig Malin, City Manager

BY: Nisha Patel, Public Works Director/City Engineer
Dave Fortune, Maintenance and Utilities Superintendent

DATE: April 15, 2021

**SUBJECT: AUTHORIZATION TO DISPOSE OF SURPLUS CITY VEHICLES
AND EQUIPMENT**

RECOMMENDATION

Approve the disposal of City vehicles and equipment that are no longer needed and considered excess due to inoperability or poor condition as identified in this report.

BACKGROUND

Chapter 2.49 of the Seaside Municipal Code addresses the disposal of surplus items no longer needed or usable by any City department. It requires the City Manager to provide an itemized list of property to the City Council valued in excess of \$100.00. Should the Council determine the items are no longer usable by the City, the City Manager or his designee will have the authority to dispose of all such items. Disposal would be accomplished by sale, auction or donation to any nonprofit organization or governmental entity providing services to the City or its residents, or to any Seaside Sister City.

The vehicles and equipment in the list below are no longer needed by the City. They have either been replaced by new equipment or reached the end of their useful life. The plan is to sell the vehicles and equipment on the list using Public Surplus.com which is an online auction site for government vehicles and equipment. Anything that is not sold at the auction would be donated or sold to a recycling facility. The values placed on the vehicles and equipment were the best estimate of Staff using the website Public Surplus.com.

City of Seaside Surplus Vehicles and Equipment

Veh#	Description	Make	Model	Yr	Dept	Miles	Disp.	Value
63	Car	Ford	Crown Vic	2006	PD	116,000	Sell	\$1,500
650	Car	Ford	Crown Vic	2001	PW	134,800	Sell	\$750
652	Car	Ford	Crown Vic	2001	PW	152,100	Sell	\$750
87	Motorcycle	BMW	R1100RTP	2005	PD	44,686	Sell	\$2000
98	Van	Ford	E-350	1990	PD	55,630	Sell	\$500
85	Car	Ford	Taurus	2002	PD	76,300	Sell	\$1000
613	Mower	Kubota	F-2560 E	2000	PW	1,400 Hrs	Sell	\$1000

FISCAL IMPACT

If the City Council approves of the disposal of the vehicles and equipment, sales could generate approximately \$7,500.00

ATTACHMENTS

None

Reviewed for Submission to the City Council by:



Craig Malin, City Manager



CITY OF SEASIDE STAFF REPORT

Item No.: 8.G.

TO: City Council

FROM: Craig Malin, City Manager

BY: Nisha Patel, Public Works Director/City Engineer
Leslie Llantero, Assistant Engineer

DATE: April 15, 2021

**SUBJECT: ADOPT A RESOLUTION AUTHORIZING AN AMENDMENT TO THE
AGREEMENT FOR CONTRACTOR SERVICES WITH PRECISION
CONCRETE CUTTING FOR SIDEWALK INSPECTION AND
MAINTENANCE SERVICES FOR AN AMOUNT NOT TO EXCEED
\$66,000**

RECOMMENDATION

Adopt a Resolution (Attachment 1) authorizing the City Manager to execute an Amendment (Attachment 2) to the Agreement for Contractor Services with Precision Concrete Cutting for sidewalk inspection and maintenance services for an amount not to exceed \$66,000.

BACKGROUND

In 2016, the City hired a consultant to conduct a citywide assessment for all sidewalks located in the public right of way. A report was generated that identified location of broken sidewalk and damaged sidewalk that posed a tripping hazard.

The City developed an annual sidewalk repair program based upon the consultant's report. As part of City sidewalk program the City does, as a courtesy, shave sidewalk uplifts less than 2", even though California Street and Highways Code 5610 makes the property owner responsible for maintaining the sidewalk in front of their property. The Council authorized in 2019-2020, the shaving of sidewalk in the worst condition that could be addressed with the shaving process by approving an Agreement with Precision Concrete Cutting (Precision) in the amount of \$66,000.

Shaving down concrete sidewalk uplifts is a cost effective alternative to the conventional method of removing and replacing. With this method, Precision is able to

safely repair sidewalk uplifts that measure between 1/4 and 2 inches in height. Through their initial contract in 2019-2020, Precision repaired 825 sidewalk locations identified by the sidewalk report and identified 52 sidewalk locations which require to be removed and replaced. The cost savings of repairing the 825 locations by shaving versus the conventional method is estimated to be \$222,750.

The City was divided into 5 zones (Exhibit B) with the goal of inspecting an entire zone during a fiscal year and repairing as many locations as feasible and budget allows. At locations with significant displacement greater than 2 inches which cannot be repaired by shaving, temporary "make safe" repair will be installed by City maintenance staff. Concurrent with the "make safe" effort, and consistent with California Streets and Highway Code, the City notifies the adjacent property owner of their responsibility to repair the sidewalk. In an effort to make the City sidewalks safer, the City Council awarded Precision another shaving agreement to address uplifts in Zone 1 in the amount of \$66,000 on February 18, 2021. The Precision scope was they conduct as many repairs by their patented "shaving" method in Zone 1. At the same meeting, City Council authorized a budget amendment for FY 20/21 in the amount of \$100,000 to the sidewalk repair effort reserving \$34,000 for removal and replacement of sidewalks with uplift greater than 2 inches and the remaining amount of \$66,000 towards additional shaving repairs of sidewalk uplifts 2 inches and less..

With Amendment 1 to the Precision contract, Precision will assess the sidewalks within the Seaside Highlands subdivision and shave uplifts 2 inches and less in Zone 2. The City is also amending the service option chosen for the original contract work from Option 2 to Option 3. Option 2 only provides shaving of the originally identified uplift and a photograph before and after the repair. Option 3 provides the services in Option 2 and in addition provides an assessment and repair of the adjacent panels to the right and left of the originally identified uplift and GPS locations of each repair.

Staff is recommending the City Council authorize the City Manager to execute Amendment 1 to the Precision Agreement in an amount not to exceed \$66,000 for a total Agreement amount of \$132,000 for additional sidewalk shaving and inspection.

FISCAL IMPACT

Approval of Amendment 1 will increase the Precision Agreement in an amount not to exceed of \$66,000 for a total Agreement amount of \$132,000. The costs of the work from this Agreement will be charged to the Street Fund Account (Acct# 210-8110-2073) where there are sufficient funds available.

ATTACHMENTS

1. Resolution
 2. Amendment 1
-

Reviewed for Submission to the City Council by:



Craig Malin, City Manager

RESOLUTION 21-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AUTHORIZING A AMENDMENT 1 TO THE AGREEMENT FOR CONTRACTOR SERVICES WITH PRECISION CONCRETE CUTTING FOR AN AMOUNT NOT TO EXCEED \$66,000 FOR SIDEWALK MAINTENANCE AND INSPECTION SERVICES IN THE CITY OF SEASIDE

WHEREAS, safe sidewalks improve the quality of life for the businesses and residents of Seaside and encourage economic investment in the City; and

WHEREAS, at the February 18, 2021 meeting, the Council approved a contract with Precision Concrete Cutting (Contractor) to implement cost effective repairs in the amount of \$66,000 during Fiscal Year 2020-2021; and

WHEREAS, the Contractor has a Master Services Agreement with the City's insurance provider California Joint Powers Insurance Authority and as a member, the City is authorized to utilize the services outlined in that agreement, with the exact terms and conditions to be arranged between the City and the Contractor; and

WHEREAS, additional inspection and repairs are necessary throughout the City and are anticipated to take multiple years to address; and

WHEREAS, on City Council authorized a budget adjustment to the Street Fund 210-8110 for additional sidewalk inspection and repair; and

WHEREAS, the Contractor is able to provide sidewalk inspection and repair services which is a qualified expenditure to account for the City's Maintenance of Effort spending required to received Measure X funds.

NOW, THEREFORE, BE IT RESOLVED, that the City Council authorizes the City Manager to execute Amendment 1 to the Agreement with Precision Concrete Cutting for sidewalk repair and maintenance for an amount not to exceed \$66,000 for a total agreement amount of \$132,000.

PASSED AND ADOPTED at the regular meeting of the City Council of the City of Seaside duly held on the 15th of April 2021 by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

CONTRACT AMENDMENT #1
CONTRACTOR SERVICES
City of Seaside

Date: April 1, 2021

Change Requested by: X City/District Consultant

Contract Date

Project Name

February 18, 2021

Sidewalk Inspection and Maintenance Services Zone 1

To (Consultant): Precision Concrete Cutting 335 Beach Road Burlingame, CA 94010

You are directed to make the following changes to the Contract Documents or amend the following described work not included in the contract documents for this project.

The purpose of this addendum is to provide additional professional services related to the project named above. The contract terms and conditions shall not be modified except for as stated herein.

MODIFY the following text in **Section 2, "Services"** as follows:

Consultant shall perform the tasks described and set forth in Exhibit A Service Option 1 and Option 3 of the Master Service Agreement with California Joint Powers Authority, attached hereto and incorporated herein as though set forth in full. Contractor shall complete the tasks according to the schedule of performance which is also set for in Exhibit A, Service Option 3 for Zone 1 and Zone 2 of Exhibit B and in addition Service Option 1 for Seaside Highlands, approximately 5.7 sidewalk miles, shown on Exhibit B1.

The City has performed an assessment and inventoried sidewalk trip hazard. The Contractor shall coordinate with the City to update inventory upon completion of services.

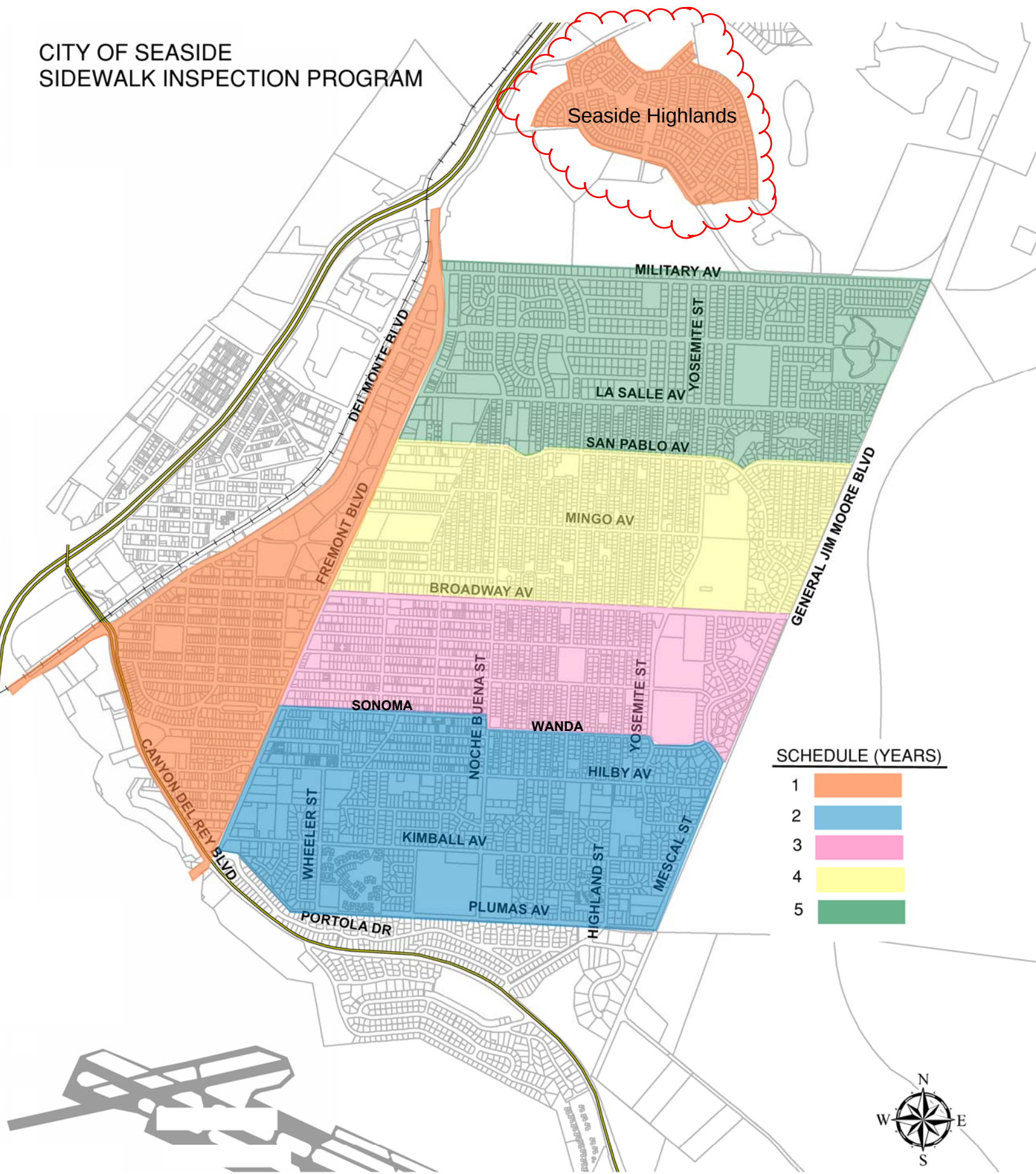
Original Contract Amount	Previous CCO Total (Not including this Amendment)	This Amendment Total	Revised Contract Amount
\$66,000	\$0	\$66,000	\$132,000
Original Contract Time	Original Completion Date	Days To Date (Including This Amendment)	Revised Completion Date
14 Months	June, 30, 2022	0	June, 30, 2022

SUBMITTED BY:		
	Nisha Patel PW Director / City Engineer	
Signature	Name and Title	Date
CITY APPROVAL BY:		
	Craig Malin City Manager	
Signature	Name and Title	Date

CONSULTANT ACCEPTANCE BY:		
	Austin Cantalini Business Development Manager	
Signature	Name and Title	Date

EXHIBIT B1

CITY OF SEASIDE
SIDEWALK INSPECTION PROGRAM





CITY OF SEASIDE STAFF REPORT

Item No.: 8.H.

TO: City Council

FROM: Craig Malin, City Manager

BY: Dan Meewis, Recreation Director

DATE: April 15, 2021

**SUBJECT: APPROVE A MAYOR'S YOUTH FUND CONTRIBUTION REQUEST
FROM SEASIDE HIGH SCHOOL BOYS AND GIRLS SWIM TEAM**

RECOMMENDATION

Approve a request from the Seaside High School Swim Team for a donation of Three Thousand Dollars (\$3,000.00) from the Mayor's Youth Fund to help cover the cost associated with purchasing replacement swim equipment, parkas, fins, kick boards and other safety equipment for the team.

BACKGROUND

The Seaside High School Swim Team is requesting a donation of Three Thousand Dollar (\$3,000.00) from the Mayor's Youth Fund to help cover the cost of purchasing replacement swim equipment, parkas, fins, kick boards and other safety equipment for the team. The swim team is available to any Seaside High School student regardless of their ability to swim. They provide free swim instruction before the swim season starts to any student who may not have the confidence in their ability to swim and compete. All Members of the swim team help in fundraising activities to enable to swimmers to travel to local swim meets to compete with local High Schools. The Swim Team have recycle bins located at the pool for recycling water bottles and cans and all swimmers help with the maintenance and cleanup of the pool area after practice and each swim meet. They participate in the State Beach Cleanup's each year.

Based on the information provided in the application, the request meets the criteria for the Mayor's Youth Fund Policy. They received their last donation at the March 19, 2020 City Council Meeting. They submitted their 2020 Mayor's Youth Fund Closing report within the 60 day time frame.

FISCAL IMPACT

This request would be funded by a donation from the Green Waste Recovery's donation to the Mayor's Youth Fund. The current balance in the Mayor's Youth Fund Account is \$29,067.07. If the City Council approves this request, the balance will drop down to 26,067.07.

In the event that all of the funds in the Mayor's Youth Fund become exhausted, staff will keep a file of all applications. Once Green Waste issues the next round of funding all applications on file will be processed on the next available City Council Meeting.

ATTACHMENTS

1. MYF SHS Swim Team 2021
 2. W-9 Seaside High School Swim Team 2021
 3. Mayor's Youth Fund Closing Report - SHS Swin Teaml 2020
-

Reviewed for Submission to the City Council by:



Craig Malin, City Manager

MAYOR'S YOUTH FUND POLICY

Purpose: The Mayor's Youth Fund was created to provide supplemental financial assistance to students and non-profit groups that provide services to improve the lives of young people living in the City of Seaside. A policy has been developed to standardize the evaluation of contribution requests and ensure that the funds are used appropriately to serve the City's youth.

Eligible Applicants: Contributions will only be made to, or on behalf of, students or organized groups, such as schools and non-profit organizations based in Seaside and/or serving a majority of Seaside residents (50%) that are 18 years old or younger or enrolled in high school. Faith based organizations may apply for contributions from the Mayor's Youth Fund if the funding is not used to support religious activities such as worship, Sunday School, or religious instruction. In addition, activities funded by the Mayor's Youth Fund must be open to all persons without regard to their religious affiliation.

Submittal of Contribution Requests: In order to request a contribution, the following information must be provided in writing:

- Name of the organization, person(s) benefiting, proposed use of the funds, total amount needed or fundraising goal.
- Description of other methods being used to raise funds and/or other contributors.
- An explanation of how the group, activity, or event will benefit Seaside youth.
- Written description of how the use of the funds will be specifically used for youth group activities/events and/or has a nexus to the goals related to recycle, cleanup, and "green" sustainability to ensure a healthy environment.
- How this request will provide a municipal benefit (ie., benefit the community).
- Proof of non-profit organizations status (not a taxpayer's I.D> number) and a current W-9 form.

Evaluation Process and Criteria: Contributions can only be made if approved by the City Council. Funding requests will be evaluated based on their consistency with this policy, including the following criteria.

- Scholastic, athletic, music, environmental and art activities will be considered for funding based on the quality of the proposed activity.
- Evidence of activities/events related to "reduce, reuse and recycle" to ensure a healthy environment.
- Contributions requests will be accepted from individuals and can be made to an organization on behalf of an individual member or student.
- Contributions are only paid to organizations, such as non-profit groups and schools.
- Contributions are intended to fund actual costs related to an event or activity. (Please see "Payment Process" information provided below.)
- Contributions from the Mayor's Youth Fund are not intended to be the sole source of funds for an organization or program and will only be made to supplement other fundraising activities.

- How this request will provide a municipal benefit (ie., benefit the community).

Contribution Limits: In order to equitably distribute funds available in the Mayor's Youth Fund, the following contribution guidelines have been developed, although all contributions are subject to the discretion of the City Council.

<u>Individuals*</u>	25% of total cost of activity (not to exceed \$1,000.00)
Groups up to 20	up to \$1,500.00
Groups 21+	up to \$3,000.00

In addition, funding will be limited to one contribution per year (every 12 months).

Payment Process: If a contribution is approved by the City Council, payment will be made to the authorized organization or directly to the vendor selected by the authorized organization after submittal of a receipt or the presentation of actual invoices. No funding can go directly to an individual. This process is required in order to provide documentation required to meet municipal auditing standards.

###

Mayor's Youth Fund Contribution Request

Prior to completing this request please review the attached contribution policy. All requests will be considered before the City Council and you will be notified of the specific date your item is placed on the agenda. Please return this completed form with necessary attachments to N. Towne, Recreation Services, City of Seaside, 440 Harcourt Avenue, Seaside, CA 93955.

Name of Organization: Seaside High School Swim Team

Address: 2200 Noche Buena, Seaside, CA 93955

Email: molly.fittro@aol.com

Phone Number: Cell 831 917-7111

Name of Individual: Team

% Residents or Students of Seaside: 100%

of Participants: 50 +

Ages: High School Ages – Freshmen to Senior-Varsity and Jr. Varsity

CRITERIA – Applicants must meet at least one of the following criteria to be eligible for funding. Please select one or more from the following list:

Scholastic	_____
Athletic	<u> X </u>
Music	_____
Environmental	_____
Art	_____

Is funding a reward for one of these activities? The Seaside High School Swim Team provides an opportunity for all students at Seaside High School to compete individually and as a team. No student is turned away from the swim team and all levels of swimming ability are accepted and encouraged to participate. Those students who do not know how to swim are taught the fundamentals of swimming and are allowed to compete no matter what their skill level. The Seaside High School Swim Team coaching staff believes that every student should know how to swim for recreational, social, health and most important for safety. Competition is encouraged but it is not the primary reasons for having students at Seaside High school participate in the program.

Description of event, activity or program funding pertains to: (Attach Additional Information as Necessary)

Funding is designated for the program operations of the Seaside High School Swim Team for Boys and Girls.

Description of how the funds will be specifically used for youth groups activities/events and/or has a nexus to the goals of recycling, cleanup and/or "green" sustainability to insure a healthy environment.

The Seaside High School Swim Team is requesting a donation of \$3,000.00 to help pay for the replacement of swim equipment, parkas, fins, kick boards and other safety equipment needed for the pool as well as to help defray costs for transportation for the 2019 MBL's swim competition each year. The swim team members are strong recyclers and volunteer to help with campus cleanups on a regular basis. They are expected to pick up trash on school grounds and cleanup before and after each swim meet held at Seaside High. The swim team has recycle bins located at the pool for recycling water bottles and cans. They also participate in the State Beach Cleanup that is held each year.

What other fundraising activities are you participating in to fund your event, program or activity and what other funding sources will supplement your request?

They participate in the school fund raisers such as the Food Day, the Coupon Book Sales and help with the Fireworks sales each year in Seaside.

***Total Amount Requested: (See Contribution limits): \$3,000.00**

Please attach an explanation of what your particular event will do to benefit the City of Seaside. See Mayor's Youth Fund Contribution Policy.

Participation in the Seaside High School Swim Team benefits Seaside High School and the City of Seaside in several ways. Youth that are engaged in positive activities have a stronger chance of becoming good citizens, which ultimately helps the community as a whole. The Swim Team competes at several swim meets both locally and regionally. They are truly good-will ambassadors of their high school and the city of Seaside.

Swimmers develop life skills such as discipline, goal-setting, and an increased sense of self-worth through their participation in the sport. It is one of the few sports that the participant completes individually and as a member of a team. It is a lifetime sport that can be continued after high school and offers a positive social outlet. Swimming is also a healthy fitness activity that can be done through the student's lifetime. Each year a significant number of Seaside High School swim team members go on to college and education is highly valued. In order to participate all swimmers must keep up their grades in order to participate and swimming offers a lot of incentive to keep their grades up. There have been several Seaside High school Swim Team members who continued to swim competitively in college who have received swim scholarships. In fact the Swim Team proudly boasts of a member that was accepted to and graduated from West Point who now serves in the US Army.

It should also be noted that swimming is the only sport that can save your life. Research by the USA Swimming Foundation indicates that up to 70 percent of black and 62 percent of Hispanic children cannot swim. Minority children are most at risk for drowning due to cultural issues because many of the African American and Hispanic children have parents and grandparent who never learned to swim. No student is turned away from the swim team and it is very common for the coaching staff to teach the students to swim from the first day of practice so they are ready by their first swim meet.

Funding Requirements

- Funding is limited to one contribution per year (every 12 months).
- The Mayor's Youth Fund Closing Report Form must be submitted to staff at least 60 days upon completion of the event, activity or program. Applicants that do not furnish the form may not apply for funds for the following year.
- A representative from the organization is required to be at the Council meeting for their application to be heard. If no representative is present then the agenda item will be postponed to another City Council meeting upon notification by the applicant.
- Incomplete applications will not be forwarded for Council consideration; applications not answering the question related to reduce, reuse or recycle are considered incomplete.

Individual Requests: Please attach an itemized list of all expenses. Amount of donation may not exceed 25% of the total cost of the activity and not exceed \$1,000.00. Applications that are incomplete will be returned.



**SEASIDE HIGH SCHOOL SWIM TEAM
2200 NOCHE BUENA AVE.
SEASIDE, CA 93955**

To Whom it May Concern:

Attached is our application for a donation from the Mayor's Youth Fund for the Seaside High School Swim Team. We are hopeful you will consider our request for a donation to help pay for some of the costs associated with this year's team.

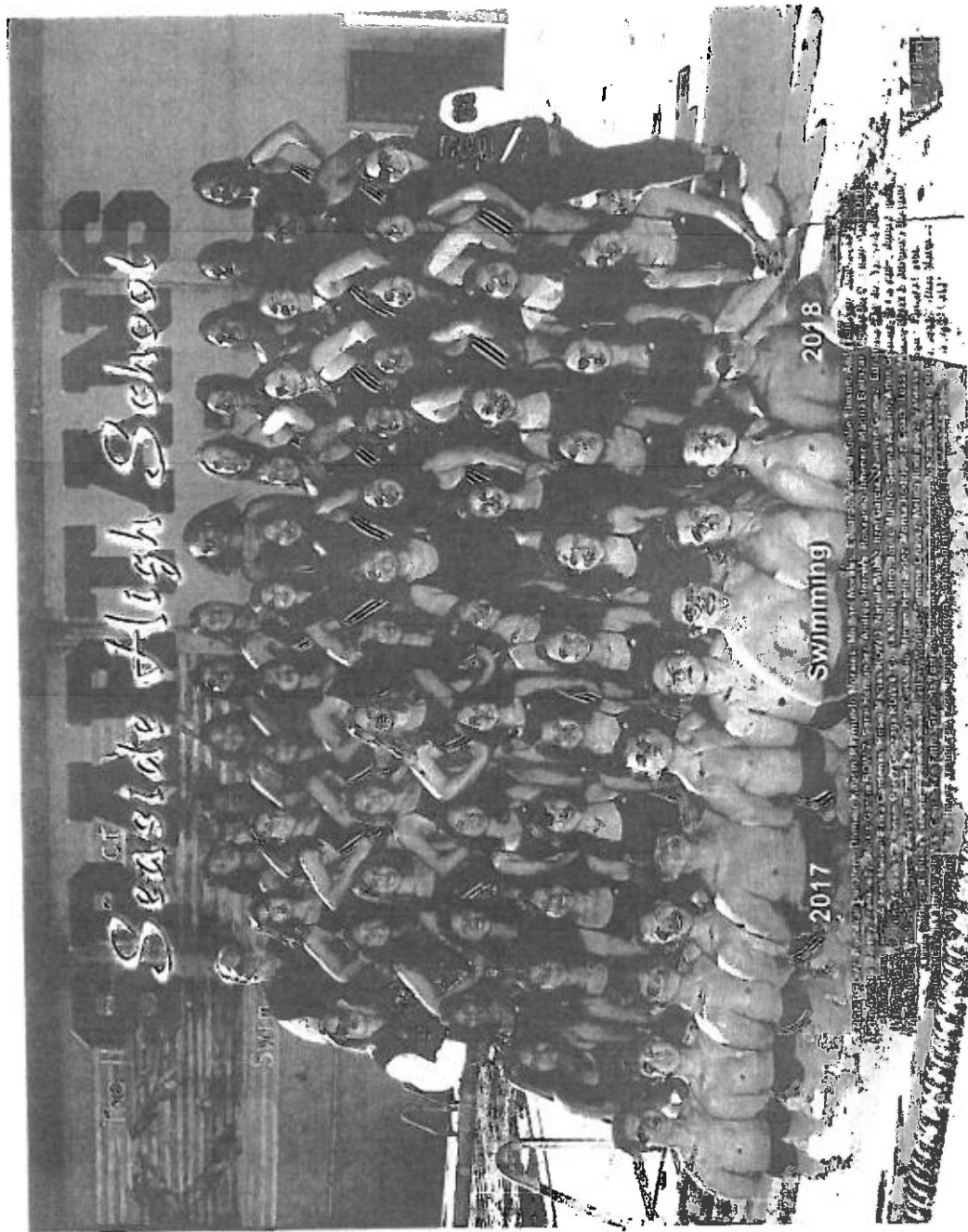
Our members raise funds each year but it is not enough to replace our equipment and to help pay for additional transportation costs for away meets. A donation of \$3,000.00 would be very helpful to us and we appreciate any amount the City of Seaside can afford.

Thank you for considering our request. Attached is a copy of this year's swim team events.

Sincerely,

Coach Molly, Ken and Kay

mollyfittro@aol.com
(831) 917-7111
Seaside High School



SPARTANS

Seaside High School

DAY	DATE	OPPONENT	GAME TIME
Wednesday*	Feb 20	Monterey @Seaside	1:30 w-u 3:00 start
Wednesday	Feb 27	Watsonville Invitational (6 Teams)	3:00 w-u
Friday*	March 1	Watsonville @Seaside-Marina	3:00 w-u
Friday*	March 8	Soledad @ Seaside-Marina	3:00 w-u
Friday*	March 15	North Salinas @ Seaside-Marina	3:00 w-u
Thursday*	April 4	Alisal @ Seaside-Marina	3:00 w-u
Friday*	April 12	King City @ Seaside-Marina	3:00 w-u
Sunday	April 21	PCAL ENTRIES ARE DUE	6:00PM
Wed	April 24	PCAL Diving Championships @ Salinas (Hartnell)	11:00am W-u 12:00 Start
Fri	April 26	PCAL JV League Finals @ Salinas (Hartnell)	2:00pm W-up 3:00pm Start
Sat	April 27	PCAL Varsity League Finals @ Salinas (Hartnell)	7:30am W-up 9:00am Start
Sun	April 28	CCS Entries Due	6:00PM
Fri	May 3	CCS Preliminaries (Warm-Up Noon)	12:30pm
Sat	May 4	CCS Championships Finals	12:30pm
Fri	May 10	CIF State Championships Prelims	Clovis
Sat	May 11	CIF State Championships Finals	Clovis

Principal: Carlos Moran 392-3530 ex: 2099

Vice- Principal: Andrew Aguinga 392-3530 ex: 2098

Athletic Director: Alex Jennings 392-3530 ext: 2079

Head-Coaches: Ken Fittro: 402-0312
Molly Fittro: 917-7111

Assistant Coaches: Kay Lee: 392-3530 ext. 2011
Nancy Towne: 233-4463

Colors: Red, White & Black ***Home Game** **Mascot:** Spartans

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Monterey Peninsula Unified School District

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
☐ C Corporation
☐ S Corporation
☐ Partnership
☐ Trust/estate
☐ Other (see instructions) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
700 Pacific St.

6 City, state, and ZIP code
Monterey, CA 93440

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

			-			-			
--	--	--	---	--	--	---	--	--	--

or

Employer identification number

7	7	-	0	3	2	0	7	1	2
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/irs9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Monterey Peninsula Unified School District

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
☐ Other (see instructions) ▶
☐ C Corporation
☐ S Corporation
☐ Partnership
☐ Trust/estate
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
700 Pacific St.

6 City, state, and ZIP code
Monterey, CA 93940

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
[] - [] - []

or
Employer identification number
77-0320712

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here
Signature of U.S. person ▶
Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/w9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

MAYOR'S YOUTH FUND CLOSING REPORT *

Date Mayor's Youth Fund was approved by council: _____

Name of Organization: Seaside High School Swim Team

Contact: Ken Fittro - Head Coach

Address: P.O. Box 950 Seaside, CA 93955

Email/Phone: backstrider@aol.com

Amount of Donation Received: \$3000

What Items were purchased with Mayor's Youth Fund Donation:

Pool safety equipment and pool covers which save 25% of heating, electrical and chemical costs which resulted in energy savings.

Please describe the activities and the date the group/individual participated in related to reduce, reuse and recycle? Please provide written description, brief City Council presentation, and/or photos.

The season was cut short due to covid S.I.P. Once they are back to school they will participate in recycling and pool cleanups.

Signature: Ken Fittro

Date: 5/3/20

*This form is due 60 days upon receipt of funding by the applicant. Organizations that do not comply within the 60 day time period may not apply for funding for the following year.



CITY OF SEASIDE STAFF REPORT

Item No.: 8.I.

TO: City Council

FROM: Craig Malin, City Manager

BY: Haroon Noori, Administrative Analyst II
Gloria Stearns, Community Development Manager

DATE: April 15, 2021

SUBJECT: **ADOPT A RESOLUTION APPROVING SUBRECIPIENT AGREEMENTS UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT - CORONAVIRUS RESPONSE (CDBG-CV) PROGRAM FOR FY20/21**

RECOMMENDATION

Adopt a Resolution (**Attachment A**) in order to approve CDBG-CV Subrecipient Agreements for FY20/21 with:

1. Central Coast VNA and Hospice, Inc. to provide COVID-19 vaccination services in the amount of \$234,188;
2. Meals on Wheels Monterey Peninsula, Inc. to provide meals to low and moderate-income Seaside residents who are impacted by COVID-19 in the amount of \$36,029; and
3. Food Bank for Monterey County to provide food boxes to low and moderate-income Seaside residents who are impacted by COVID-19 in the amount of \$36,029.

BACKGROUND

On March 18, 2021, the Seaside City Council adopted Resolution No. 21-19 approving a substantial amendment to the FY20-21 CDBG Annual Action Plan (AAP), which included the allocation of the \$360,289 CDBG coronavirus response (CDBG-CV3) funds as follows:

No.	Activity Name	Implementing Party	Allocation
1	COVID-19 testing and vaccination	Third-party	\$234,188
2	Meals on Wheels	Third-party	\$36,029
3	Food Distribution	Third-party	\$36,029
4	COVID-19 outreach and education	City of Seaside	\$36,029
5	Planning and Administration	City of Seaside	\$18,014

On March 19, 2021, following the City Council meeting, City staff submitted the Council-approved substantial amendment to the U.S. Department of Housing and Urban Development (HUD) for review and approval. City staff anticipate HUD approval of the City's application during the week of April 12th.

On March 18, 2021, in anticipation of both City Council and HUD approval of the substantial amendment, City staff published a comprehensive Notice of Funding Availability (NOFA) and Request for Applications (RFA) (**Attachment B**) both on the website and in the Monterey County Weekly. The City requested applications from third party public service entities for activities 1 through 3 listed above. Activities 4 and 5 were not subject to the RFA as they will be carried out by City staff.

The application window ran from March 18 through March 31, 2021. Applications were accepted online through the City's grants portal (www.citydataservices.com). At the conclusion of the application window on March 31, 2021, the City received applications (**Attachment C**) from the following entities:

1. Central Coast VNA and Hospice, Inc. (VNA) for the provision of COVID-19 vaccination clinics;
2. Meals on Wheels Monterey Peninsula, Inc. (MOWMP) for the provision of meals;
3. Food Bank for Monterey County (FBMC) for the provision of fresh produce and nutritious

DISCUSSION:

A panel of City staff reviewed each received application for completeness and conformance with HUD regulations and CDBG requirements. City staff found the applications from MOWMP and FBMC to be complete and costs to be reasonable. However, City staff did request VNA to modify their application (including removal of

COVID-19 testing services) and update proposed costs to an inclusive per clinic cost for simplicity. Testing was removed from the application due to duplication of services concerns as testing is adequately available through other providers in Seaside and throughout the Monterey Peninsula. Additionally, online research shows that the focus and community demand/interest has shifted from testing to immunization.

Staff recommend approval of Subrecipient Agreements (**Attachments D, E, and F**) with each of the applicant. Key Subrecipient Agreement terms and applicant's qualifications are as follows:

- **Central Coast VNA and Hospice, Inc. (also known as VNA):** As a registered 501(c)(3) and State-authorized vaccinator, VNA is seeking \$234,188 to provide COVID-19 vaccination clinics in Seaside. VNA will provide up to ten 4-hour clinics (8 fixed-site and 2 pop-up) per month with a capacity of 200 vaccines per clinic. VNA will charge the City \$3,500 per clinic plus \$40 per each insurance denial. It is estimated that VNA will be able to host over 60 clinics (with a total capacity of well over 10,000 vaccines). The contract term will depend on vaccine availability and community need. Additionally, VNA will be responsible for all aspects of this project including management of clinics and provision of labor, vaccines, supplies, materials, and PPE necessary for all clinics. VNA will also be responsible for COVID-19 immunization documentation and required reporting to the State as well as tracking client data for the CDBG-CV program. VNA will determine clinic locations and schedules as well as outreach methods in collaboration with the City.
- **Meals on Wheels Monterey Peninsula, Inc. (MOWMP):** As a current Seaside CDBG subrecipient, MOWMP is seeking \$36,029 to provide meals to low- and moderate-income Seaside residents who test positive for COVID-19, are self-quarantining or are impacted in ancillary ways by the pandemic. MOWMP will seek referrals from various sources to identify eligible program participants. With an estimated cost of \$6 per meal, MOWMP estimates it will make 2,402 deliveries of 2.5 meals per delivery. MOWMP estimates that this activity will be completed by June 30, 2021.
- **Food Bank for Monterey County (FBMC):** As one of Monterey County's largest food banks, FBMC is requesting \$36,029 to provide fresh produce and basic nutritious staples to approximately 4,000 low- and moderate income Seaside residents who are in need and impacted by COVID-19. MOWMP will seek referrals from various sources to identify eligible program participants and will coordinate its efforts with the City's Recreation Department. FBMC estimates that this activity will be completed by June 30, 2021.

FISCAL IMPACT

There is no fiscal impact on the General Fund.

ATTACHMENTS

1. Attachment A - Resolution
2. Attachment B - CDBG-CV3 NOFA and RFA
3. Attachment C - Applications
4. Attachment D - Proposed Draft Agreement with VNA
5. Attachment E - Proposed Draft Agreement with MOWMP
6. Attachment F - Proposed Draft Agreement with FBMC

Reviewed for Submission to the City Council by:



Craig Malin, City Manager

RESOLUTION NO. 21-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE APPROVING SUBRECIPIENT AGREEMENTS UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM FOR FY20/21

WHEREAS, Congress passed the Coronavirus Aid, Relief and Economic Security (CARES) Act in response to the COVID-19 (CV) pandemic which was signed into law by President Donald Trump on March 27, 2020; and

WHEREAS, On September 11, 2020, the U.S. Department of Housing and Urban Development (HUD) notified the City of additional \$360,289 in CARES Act Phase 3 funding (CDBG-CV3) availability; and

WHEREAS, On March 18, 2021, consistent with HUD requirements, the Seaside City Council approved a Substantial Amendment to the 2020-2021 Annual Action Plan (AAP) to add and allocate CDBG-CV3 funding as follows;

1	COVID-19 testing and vaccination	\$234,188
2	Meals on Wheels	\$36,029
3	Food Distribution	\$36,029
4	COVID-19 outreach and education	\$36,029
5	Planning and Administration	\$18,014

WHEREAS, On March 19, 2021, City staff submitted the Council-approved substantial amendment to the U.S. Department of Housing and Urban Development (HUD) for review and approval; and

WHEREAS, On March 18, 2021, in anticipation of both City Council and HUD approval of the substantial amendment, City staff published a comprehensive Notice of Funding Availability (NOFA) and Request for Applications (RFA) both on the website and in the Monterey County Weekly; and

WHEREAS, The application window ran from March 18 through March 31, 2021. Applications were accepted online through the City's grants portal (www.citydataservices.com);

WHEREAS, On March 31, 2021, the City received a total of three applications from: a) Central Coast VNA and Hospice, Inc. seeking \$234,188 for the provision of COVID-19 vaccination clinics, b) Meals on Wheels Monterey Peninsula, Inc. seeking \$36,029 for the provision of meals, and c) Food Bank for Monterey County seeking \$36,029 for the provision of fresh produce and nutritious staples; and

WHEREAS, On April 1, 2021, a panel of City staff reviewed each received application for completeness, conformance with HUD regulations and CDBG requirements, and cost reasonableness, and worked with applicants to modify certain aspects of their applications to meet City requirements; and

WHEREAS, On April __, 2021, HUD approved the City's funding application and substantial amendment to the 2020-21 AAP; and

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside hereby authorizes the City Manager to execute CDBG Funding Agreements as outlined in the table below and attached hereto as Exhibits 'A', 'B', and 'C'.

No.	Entity Name	Amount	Exhibit
1	Central Coast VNA and Hospice, Inc. to provide COVID-19 vaccination clinics	\$234,188	A
2	Meals on Wheels Monterey Peninsula, Inc. to provide meals to low and moderate-income Seaside residents who are in need and impacted by COVID-19	\$36,029	B
3	Food Bank for Monterey County to provide fresh produce and nutritious staples to low and moderate-income Seaside residents who are in need and impacted by COVID-19	\$36,029	C

BE IT FURTHER RESOLVED that the Seaside City Council hereby authorizes the City Manager or designee to execute, for and on behalf of the City any amendments to the Agreements such that the contract value does not exceed the amounts specified above.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 15th day of April 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk



COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Notice of Funding Availability (NOFA)
And Request for Applications (RFA)
For CDBG-CV3 Public Service Activities

Application Deadline: March 31, 2021, 5pm

For Questions Regarding the Application Process, Contact:

Haroon Noori, Administrative Analyst II
Community Development Department
440 Harcourt Ave, Seaside, CA 93955
(831) 899-6726 | hnoori@ci.seaside.ca.us

March 18, 2021

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APPENDICES

APPENDIX A – COVID-19 TESTING SCOPE OF WORK

APPENDIX B – COVID-19 VACCINATION SCOPE OF WORK

APPENDIX C – DRAFT CDBG FUNDING AGREEMENT

NOTICE OF FUNDING AVAILABILITY

On September 11, 2020, U. S. Department of Housing and Urban Development (HUD) posted the third (final) round of the supplemental Community Development Block Grant (CDBG-CV3) allocations that Congress appropriated by the CARES Act. The City of Seaside's CDBG-CV3 allocation amount is \$360,289. These funds must be used to prevent, prepare for, and respond to coronavirus as well as to benefit low- to moderate-income Seaside residents. In order for the City to receive and allocate these funds, the Seaside City Council recently approved a Substantial Amendment to the FY20-21 Annual Action Plan allocating the anticipated funds as described in Table 1 below. These activities are described in detail in the subsequent section.

Activity	Estimated Funding
COVID-19 Testing and Immunization Clinics	\$234,188
Food Distribution	36,029
Meals on Wheels	36,029

This NOFA and Request for Applications outlines application requirements, timelines, and provides documentation requirements.

TENTATIVE PROGRAM TIMELINE

Event	Date
CDBG-CV3 NOFA and application released	March 18, 2021
NOFA workshop for all applicants	March 23, 2021
Application Deadline	March 31, 2021
Application Review	April 1-2, 2021
City Council hearing	April 15, 2021
Contract award	As soon as HUD approves the City's funding application
Activity commencement	
<i>Note: Award timeline is dependent on HUD's approval of CDBG-CV3 funds for the City of Seaside. All dates are approximate and subject to change.</i>	

AUTHORIZING LEGISLATION

Funding under this NOFA is made available pursuant to the CARES Act (Public Law No: 116-136) and the Housing and Community Development Act of 1974 (HCDA) as amended and codified at Title 42 United States Code (U.S.C.) § 5301, et. seq., and Subpart 1 of the federal CDBG Regulations, found at Title 24 Code of Federal Regulations (CFR) § 570.480 et seq. This NOFA should be read in

conjunction with the following regulations that establish state and federal CDBG-CV requirements. Relevant legal authority includes, but is not limited to, the following:

- [CDBG-CV Federal Register Notice \(FR-6218-N-01\)](#)
- [CDBG-CV eligible activities](#)
- [Playing by the Rules – handbook for CDBG subrecipients](#)
- [CDBG-CV Duplication of Benefits Quick Guide](#)

If state or federal statutes or regulations, or other laws, relating to CDBG-CV funds are modified by the United States Congress, HUD, or California State Legislature, the changes may become effective immediately and may be applicable to this NOFA and existing Standard Agreements.

CONDITIONS

Applicants and Awardees acknowledge that the funding opportunities referenced in this NOFA, and all obligations of the City herein, are expressly subject to the following conditions:

1. The ongoing availability of funds
2. The continued authority of the City to administer the CDBG-CV funds
3. The execution of the CARES Act funding grant agreement with HUD

In the event that funds are not available to fund any, or all, activities offered herein, or if the City's authority to administer the CDBG-CV funds or act under this NOFA is eliminated, or in any way restricted, the City shall have the option, at its sole discretion, to amend, rescind, suspend, or terminate this NOFA and any associated funding pursuant to the provision set forth immediately above. This NOFA is not a commitment of funds to any activity or applicant.

DUPLICATION OF BENEFITS

A duplication of benefits occurs when a person, household, business, government, or other entity receives financial assistance from multiple sources for the same purpose, and the total assistance received for that purpose is more than the total need for assistance. For example, it would be considered a duplication of benefit if CDBG-CV funds were to be used for a COVID-19 test if the same test is also paid (in full or partially) by insurance or HRSA. However, provision of new or quantifiably increased public services would not be considered duplication of benefits.

The CARES Act provides that the Secretary shall ensure there are adequate procedures in place to prevent any duplication of benefits as required by section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155) and in accordance with section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115–254; 132 Stat. 3442), which amended section 312 of the Robert T.

Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155). HUD will require each grantee to have procedures in place to prevent the duplication of benefits when it provides financial assistance with CDBG-CV funds. Grant funds may not be used to pay for a particular cost if another source of financial assistance is available to fully pay for that same cost.

Applicants will be required to submit duplication of benefits policies and procedures at application and Awardees will be required to continue to report on duplication of benefits throughout the expenditure period for the CDBG-CV funds.

NATIONAL OBJECTIVES ([24 CFR §§ 570.483-484](#))

Low- to Moderate-Income National Objective

At least 70 percent of the total funds awarded must benefit low- to moderate income (LMI) individuals or households. No Activity or portion of a program assisted by these funds may exclude from its benefits the lowest-income eligible group. Persons, households, and/or neighborhoods benefiting from LMI activities must meet [HUD's LMI requirements](#).

The LMI National Objective consists of the following categories:

1. LMI Limited Clientele (LMC), as defined by income limits or presumed benefit.

LMC refers to persons who earn 80 percent or less of HAMFI for the county of residence, as updated annually by HUD. Note that all subsistence payment activities are LMC activities and must select LMC as the appropriate National Objective.

Presumed benefit LMC refers to persons who, as a category, are typically low income. This includes:

- Seniors
- Persons with a disability (must meet the Bureau of the Census' Current Population Report's definition of "severely disabled")
- Homeless persons

- Abused children and battered spouses
- Illiterate adults
- Persons living with acquired immunodeficiency syndrome (AIDS)
- Migrant farmworkers

2. LMI Area (LMA), as defined by census tracts and block groups.

- LMA eligibility is based on American Community Survey using Census Geographies.
- At least 51 percent of households in the area must be earning at 80% or below HAMFI to meet LMA.
- Must be contiguous – the area must be a solid area, without certain streets or buildings being excluded, and the area should be mapped to show eligibility. If a service area is not contiguous it will be determined to be a separate activity and will need as separate application.
- Activity must be a public benefit for the area, for example the construction of a facility to be used for testing, diagnosis, or treatment of infectious disease. LMA Eligibility should be determined from the Map Application at HUD's Low and Moderate-Income Summary Data Application page. Instructions for HUD's mapping application can be found at this link: <https://hud.maps.arcgis.com/apps/webappviewer/index.html?id=ffd0597e8af24f88b501b7e7f326bedd>

RACIAL EQUITY

Each community has unique circumstances impacting people experiencing homelessness. People of color are disproportionately represented among people experiencing homelessness and low-income, costburdened households, and data is emerging that coronavirus is infecting and killing people of color at a disproportionately high rate.

HUD is encouraging grantees and subrecipients via the use of CARES Act funds to address the urgent housing needs of marginalized populations, including people of color, people with disabilities, people with criminal records, undocumented immigrants, and other individuals who face barriers to affordable, accessible housing and who may not be eligible for other forms of federal assistance.

Subrecipients must respond to disproportionality in access to services, service provision and outcomes and should seek to the voices of disproportionately impacted communities and those with lived experience of homelessness are

centered in a meaningful, sustained way in creating effective approaches to reducing and ending homelessness.

HEALTH EQUITY

As part of its effort to ensure the grants will reach communities and populations disproportionately impacted by COVID-19, the City of Seaside and its CDBG-CV3 subrecipients will work with all pertinent stakeholder to ensure effective coordination. The Monterey County Health Department, following guidelines issued by the State of California's Blueprint to a Safer Economy and using data provided by the California Healthy Places Index (<https://map.healthypacesindex.org/>), has identified certain census tracts that are considered areas of special focus for County efforts to ensure Health Equity.

Applicants are encouraged to identify these areas as part of the "service area" for funds used to provide a direct benefit via services to eligible clientele.

ELIGIBLE ACTIVITIES

For the CDBG-CV3 NOFA, the following activities are permitted:

1. COVID-19 Pop-up Test and Vaccination Clinics (\$234,034)

The selected provider will provide staff and supplies to administer COVID-19 pop-up test and vaccination clinics at various locations throughout the City of Seaside. The selected provider will be responsible for managing clinics including set up and take down, crowd management, and education of participants. The selected provider will follow specimen collection and immunization policies as well as assume responsibility of providing supplies, materials, and PPE necessary for all clinics, laboratory testing kits and processing, COVID-19 vaccine as available, documentation and required reporting. The selected provider will also be responsible for scheduling vaccine appointments. ***Please refer to Appendices A and B for additional information.***

2. Food Distribution (\$36,029)

The selected provider will deliver food boxes to homebound Seaside residents who test positive for COVID-19 and who are required to self-isolate and quarantine. The selected provider will coordinate with area agencies to seek COVID-19 patient referrals.

3. Meals on Wheels (\$36,029)

The selected provider will deliver cooked meals to homebound Seaside residents who test positive for COVID-19 and who are required to self-isolate and quarantine. The selected provider will coordinate with area agencies to seek COVID-19 patient referrals.

ELIGIBILITY CRITERIA

Eligible applicants must be a nonprofit entity.

- Must demonstrate the ability to provide services sought through this RFP

The following only applies to applicants for the COVID-19 Pop-up Test and Vaccination Clinics activity:

- Must demonstrate the ability to bill private and public insurance for testing
- Must have the capacity to obtain laboratory testing supplies
- Must have experience complying with patient confidentiality and HIPAA requirements
- Must have the capacity to obtain PPE
- Must have a medical doctor, nurse practitioner, physician assistant, and/or pharmacist that can order tests
- Must have identified a person or position responsible for generating invoices for services

APPLICATION REQUIREMENTS

The City of Seaside invites qualified non-profit organizations to submit their applications for the public service activities described in the previous section through the City's online grants portal (City Data Services or CDS), which can be accessed at www.citydataservices.net. The City will begin accepting applications on Thursday, March 18, 2021 through 5 p.m., Wednesday, March 31, 2021. The City will hold a virtual application workshop at 1 p.m. on Tuesday, March 23, 2021. Please email hnoori@ci.seaside.ca.us to request access to the virtual Zoom application workshop.

Each Activity must have a unique application with a completed budget, national objective, scope of work, and timeline. Each Activity is stand-alone with a discrete budget and scope of work. Each Activity will have a stand-alone Funding Agreement for that Activity. Applicants are encouraged to review the attached draft Funding Agreement as a sample of the applicable terms and conditions.

It is the Applicant's responsibility to ensure that the application submitted is clear, complete, and accurate.

Additionally, HUD requires that CDBG subrecipients provide their Federal Tax ID number and their Data Universal Numbering System (DUNS) number. The DUNS number is a unique nine-digit identification number provided by the commercial company Dun & Bradstreet. If you have a DUNS number, please include it in your application. If you do not have a DUNS number at the time of application, you will need to obtain one and provide it as a condition of receiving funding. You can wait to confirm whether you have been awarded funding to obtain the DUNS number. Please be aware that you must have a different nine-digit DUNS for each physical location or different address in your entity as well as each legal division that may be co-located.

All parts of the application and the required attachments must be submitted by the deadline. Applications must be submitted via the CDS and include all required attachments. The City encourages applicants to attend the City's CDBG-CV3 workshop at 1pm, on March 23, 2021.

APPLICATION SUBMISSION

Applications must be submitted online via the City's grants portal (CDS) (www.citydataservices.com) by 5 p.m., Wednesday, March 31, 2021. Applicants must ensure all required documents in PDF format are uploaded to the City's grants portal.

After the application submittal deadline, City staff may request clarifying information to make sure the application is complete and accurate and meets federal eligibility requirements. Applications requiring changes will be returned to draft status for correction. No Applicant may appeal the Department's evaluation of another Applicant's application.

New applicants, who do not have a login for CDS in any of the Monterey County jurisdictions, can use "SEA2021" as user name and password to create an account.

Applicants who do have a login for CDS for any of the jurisdictions in Monterey County should use their existing log in. Existing CDS user can access Seaside application via a button in the upper right corner of the page of the CDS portal.

If you are having any difficulty accessing CDS or have any questions related to CDS, please contact:

Chris Davidson or Steve Crounse
City Data Services

DISCLOSURE OF APPLICATION

Information provided in the application will become public record available for review by the public pursuant to the California Public Records Act ("PRA") (GC § 6250 et seq.). As such, the City may disclose any materials provided by the Applicant to any person making a request under the PRA. The City cautions Applicants to use discretion in providing information not specifically requested, including, but not limited to, bank account numbers, personal phone numbers, home addresses, or other personally identify information. By providing this information to the City, the Applicant is waiving any claims of confidentiality, and consents to the City's disclosure of the Applicant's material upon receipt of a PRA request.

APPLICATION REVIEW PROCESS

The City of Seaside will convene a diverse selection committee (made up of City staff) to make award decisions to the City Council based on the review criteria described below. If the City of Seaside chooses to award a contract, that contract will be awarded to the Applicant whose proposal the City determines, in its sole discretion, is the most advantageous to the City and in the City's best interest. The City of Seaside may, at its sole discretion, award a contract resulting from this RFP to a person or entity other than the responsible Applicant submitting the lowest price.

APPLICATION REVIEW CRITERIA

The City of Seaside will base its selection on criteria that include, but are not limited to:

- **ABILITY:** Ability to realistically meet all RFP requirements
- **BILLING:** Commitment and systems proposed to bill for testing services
- **COMMUNITY CONNECTIONS:** History of trusted relationships with targeted population
- **COST:** Proposed budget per test
- **POPULATION(S) SERVED:** Plan to reach populations that are high priority and unlikely to access existing systems of care
- **READINESS TO PROCEED QUICKLY**

- **SAFETY:** Proposal addresses experience with privacy and safety requirements
- **SITE:** Proposed site selection considers accessibility, safety and populations served
- **VOLUME:** Number of tests and vaccines projected to be collected per week
- **EXPERIENCE** - the applicant's experience implementing similar programs or projects
- **MATCHING CONTRIBUTIONS** - Consideration will be given to the amount of non-CDBG funds committed to the project. The greater the financial support or leveraging from local and other sources, the greater the potential impact that CDBG funds will have on meeting local community needs.

APPLICANT'S PROPOSED PRICING

Applicants should submit a Budget that describes line-item costs broken down into at least the following categories. Applicants may use more categories if desired.

- Personnel cost by role, including hourly rates and fringe/benefits costs if included
- Lab test kits
- PPE supplies
- Infectious waste and trash disposal
- Costs to submit bills to public and private health insurers
- Administrative and overhead costs

Budget proposals will be considered "fixed price" proposals, and thus no payment will be made beyond the total Budget amount allocated for each activity.

TIPS ON PREPARING A PROJECT BUDGET

The budget tips and sample provided below are meant to serve as a guide, not a mandatory budget format. Your budget does not have to duplicate this format exactly.

- Clearly depict how much money is needed and how it will be used.
- The budget should include sources (income) and uses (expenses) of funds.

- Sources of funds should include names of other funding organizations and amounts pledged or received as well as amounts still needed to be raised and possible sources for those funds.
- Indicate the time period covered by the budget.
- Indicate if requested expenses are one-time or ongoing.
- Make sure that you have accounted for all costs, such as benefits and payroll taxes as well as salaries, so that there will be no surprises mid-project.
- Finally, make sure all the numbers add up.

SAMPLE BUDGET CATEGORIES

Below is a list of suggested budget categories to use when developing your proposal budget. The clearer you are about where funds are coming from and how they will be used, the easier it will be for the reviewer to assess your financial need.

Sources of Funds

- Federal/state/local grants or contracts
- Bequests
- Corporate and foundation grants
- United Way and federated campaigns
- Other fundraising, such as individual gifts and special events
- Other types of income (fees, membership dues, sales of publications or merchandise, etc.)

Uses of Funds (Expenses)

- Salaries, benefits, and payroll taxes
- Professional or consulting fees
- Insurance
- Travel and transportation
- Supplies, copying, postage
- Rent and utilities
- Maintenance
- Staff training and development
- Administrative overhead
- Equipment—non-capitalized (minor)
- Equipment—capitalized (major)
- Other services

Appendix A

COVID-19 Testing Scope of Services

The City of Seaside is seeking a reliable, cost-effective COVID-19 Testing and Lab Processing Services vendor. The site capacity will range from 25 to 100 appointments per day for one clinic per week.

Fixed Testing Site Capabilities:

- A. Vendor must be able to serve as the ordering and/or prescribing physician.
- B. Use diagnostic molecular assay e.g., PCR test showing combined sensitivity of greater than 90% and a specificity greater than 95%
 - 1. Or other test selected by mutual agreement of the selected vendor and Monterey County Health Department representative. (E.g. rapid point of care tests with CDPH approved sensitivity and specificity rates)
- C. Conduct up to 200 tests per day
- D. Vendor must be able to provide the following at each site (as applicable):
 - 1. Fixed sites containing pedestrian or drive-thru testing options as directed by City
 - 2. Pre-registration using an online portal and telephone
 - 3. On-site registration (schedule and capacity permitting) using either paper forms or electronic interface that site staff facilitate
 - 4. Wi-Fi, electricity, HVAC (or appropriate climate control for staff and participants), canopy, refrigeration, storage, (bilingual) signage, distancing tape, traffic cones, restroom options, waste pick-up, biohazard waste removal
 - 5. Personal Protective Equipment (PPE) for staff and patients consistent with Centers for Disease Control and Prevention (CDC), World Health Organization (WHO), and/or California Monterey County guidance
 - 6. All testing kits and materials including: swabs (including pediatric), transport media, specimen collection bags, and all materials necessary to store and transport samples according to all laws and regulations appropriate to the means of transport
 - 7. Trained staff with appropriate licensure for type of swab collection
 - 8. Trained staff for operations, and security
 - 9. Minimum twice daily pick-up, transport and delivery of samples to labs
 - 10. Ability to relocate within five (5) business days of notice from City.
Reasonable accommodation for people with disabilities and individuals with limited mobility
 - 11. Accommodation for people without access to internet or phone
 - 12. Ability to collect samples and register participants in the absence of internet connectivity (e.g., paper back up records, off-line access, etc.

13. Required lab processing turnaround time within 48 hours of specimen collection. This includes accomplishment of the following within 48 hours from specimen collection:

- Delivery of specimen to the lab
- Processing of specimen
- Results reported to CalREDIE
- Results reported to the patient

14. Interpreters to interpret and translate (e.g., English, Spanish, Tagalog)

E. City will coordinate appropriate space for drive-through locations, and/or facilities appropriate to service the minimum targeted number of tests per day.

F. Each Fixed testing site must be available either 7 or 2 days per week, depending upon which option the City selects.

G. Scheduled appointments must be available for a minimum of 6 hours per day. Any changes to appointments initiated by the vendor (e.g., cancellations, rescheduling) shall be communicated to the participant at least 24 hours prior to the appointment. In the event that the 24-hour notice cannot be met, vendor shall notify City immediately and prior to cancellation of appointments

H. Patient scheduling system or platform must be able to accommodate the evolving testing prioritization schemes (e.g., provide mechanisms to prioritize clients that are referred by contact tracing efforts to receive priority scheduling consideration, expedite tests for high-risk populations, etc.)

I. The awarded vendor may only invoice City solely on an all-inclusive per-test basis.

1. Per-test cost must be all-inclusive cost, including but not limited to: labor, testing materials, personal protective equipment, courier services, registration platform, call-center data transmission, etc.

J. The awarded vendor must be able to invoice insurance for services rendered to participants. Vendor must:

1. Secure data from all participants establishing income eligibility consistent with HUD regulations
2. Attempt to collect insurance information from all participants
3. Invoice and attempt to collect reimbursement or submit claims for each participant that provides vendor with insurance information
4. Vendor must reduce from monthly and/or final invoices to the City the amount the vendor recovers from insurance reimbursement.

Description of Registration and Results Reporting Process:

- A. Include onsite registration electronically or manually.
- B. Online registration shall be available in the following languages: English, Spanish, and Tagalog.
 - 1. Registration homepage must include dial-in phone number for individuals without access to email or computer
- C. Ability to support a call center
 - 1. Phone registration to allow call-in participants
 - 2. Hold times may not:
 - Exceed a 5 minute average each day
 - Exceed 15 minutes for any single caller
- D. Call center services must be provided in the following languages: English, Spanish, and Tagalog
- E. Appointment confirmation tracking may include: calendar sync, call reminders, email reminders, online booking, rescheduling, SMS reminders
 - 1. Participant can cancel the appointment at any time, allowing the appointment slot to reopen for other participants
- F. Participant results (positive and negative) must be sent to participant via preferred method (e.g., phone, email, text, onsite)
 - 1. Notify all positive patients via phone call by vendor service nurse with directions for emergent care, isolation, and information on contact tracing

Description of Lab Processing Services:

- A. The time from patient swab to patient notification of results may not exceed 48 hours.
- B. The time from patient swab to reporting of results in CalREDIE may not exceed 72 hours.
 - 1. The City will withhold payment for each test not reported within 48 hours.
 - 2. The City will invoke this provision after more than 5% of tests are not reported within the 48-hour timeframe.
- C. Report test results to all appropriate clinical personnel within 48 hours of collecting the specimen on a daily basis
- D. Process COVID-19 samples in a laboratory with Clinical Laboratory Improvement Amendments (CLIA) certification
- E. Electronic transmission of laboratory results (ELR) must be successfully submitted to California Office of Emergency Services (CalOES) laboratory metrics portal (<http://labmetrics.cdph.ca.gov/>) in addition to California Reportable Disease Information Exchange (CalREDIE) within 72 hours.
- F. Must submit COVID-19 results to the Monterey County Health Department (as applicable) within 48 hours

Description of Data Analytics:

A. Comply with all federal, state & county privacy requirements including HIPAA

1. Provide City with comprehensive daily updates in an acceptable data format (e.g., CSV) to include: Aggregate dashboard of testing statistics; Tests per day, per location; Tests per day, per demographic data; Positivity rate for asymptomatic and symptomatic participants, per person and location; first time participant vs. recurring participant; a data file including all information associated with each test (e.g., one row per test with all associated data).

B. Collect and report all participant provided demographic data including: age, race, ethnicity, employment

Ensure that any reports, and any deliverable to the City be delivered in a manner to ensure non-discrimination and equal access to City services and digital properties such as websites, documents, and applications by persons with a disability under the Americans with Disabilities Act (ADA) and under Section 508 of the Rehabilitation Act of 1973. Successful respondent shall ensure that any deliverable, including but not limited to, reports, documents, videos, multimedia productions, live broadcasts and any and all other web content and information communications technology are fully accessible and in compliance with federal accessibility standards and laws.

Appendix B

COVID-19 Vaccination Scope of Services

The selected vendor will provide staff and supplies for administering COVID-19 pop-up clinics throughout the City of Seaside. Final locations, dates, and number of clinics shall be determined by the City and agreed to by the provider. Specific responsibilities of the provider for each clinic are as follows:

A. Follow CDPH guidance and requirements

- 1) Follow evolving CDPH guidance.
- 2) Follow the most recent version of the California COVID-19 Mass Vaccination Plan including the protocol for prioritization of clients receiving vaccine based on specified criteria and phase of mass vaccination campaign.
- 3) Ensure any Seaside resident is eligible for COVID-19 vaccination, according to the established priority groups.

B. Manage vaccine and supplies

- 1) Ensure equipment and systems are in place for dictated cold chain integrity storage of vaccine depending on vaccination type. CDC guidelines shall be adhered to, as well as all information provided by the vaccine manufacturer in the vaccine insert (e.g., Pfizer to minus 80c, Moderna to minus 20c) upon execution of the contract.
- 2) Secure sufficient quantities of vaccine-associated supplies (e.g., syringes, needles, personal protective equipment, specialized storage equipment) in a timely manner and maintain a steady supply stream.

C. Establish vaccination site(s) hours, locations and registration process

- 1) Schedule and coordinate location, and hours of operation for open points of dispensing.
- 2) Provide immunization services at third party locations as designated by the State or as requested by said third parties. Immunization services may be required at facilities housing persons with special needs. Vendor shall ensure that its staff are appropriately trained and qualified to administer vaccines in all circumstances.

D. Provide a safe environment for staff and patients

- 1) Operate the vaccination clinic and environment in a manner that assures safety for staff and clients.
- 2) Ensure adequate staffing of healthcare providers licensed or authorized by law in the State of California to administer COVID-19 vaccines

- 3) Conduct health and temperature screenings for all staff and clients prior to entering the vaccination clinic. Persons with suspected illness must be excluded until the person has been screened for possible COVID infection.
- 4) Purchase and maintain personal protective equipment (PPE) appropriate for vaccination activities.
- 5) Establish appointment and/or queuing procedures to protect staff and clients to be vaccinated.
- 6) Establish infection control procedures to protect staff and clients to be vaccinated.

E. Provide COVID-19 vaccination clinic staffing and oversight

- 1) Ensure vaccine administration by an authorized licensed/certified vaccinator only and performed consistent with standards of medical care.
- 2) Ensure vaccinators are providers licensed or authorized by law in the State of California to deliver the vaccines, including surge staffing for vendor-operated pre-existing locations in the State.
- 3) Maintain adequate staffing to accomplish registration and address client questions and concerns.
- 4) Employ staff who are culturally and linguistically appropriate/ competent for the population(s) to be served.
- 5) Ensure the vaccination clinic is under the direction or oversight of a professional licensed by the State of California and authorized to issue Standing Orders that allow qualified immunizers to administer vaccinations without a client-specific order.

F. Counsel clients about COVID-19 vaccine before vaccination

Vaccination clients must be educated about COVID-19 vaccine before administration. Vendors must:

- 1) Provide intended vaccine client with the appropriate FDA Emergency Use Authorization (EUA).
- 2) Answer intended vaccine client's questions or concerns.
- 3) Provide vaccination regardless of health insurance status or immigration status.

G. Administrate COVID-19 vaccine

Vendors must follow the FDA Emergency Use Authorization (EUA) that is specific to the vaccine product to be administered. In addition, medical guidelines for client screening should be established at each site.

- 1) Determine eligibility for each client to receive COVID-19 vaccine.
- 2) Screen client for contraindications to vaccination, which at the present time includes age, history of anaphylaxis to injectable medical products, and prior reaction to COVID-19 vaccine.
- 3) Maintain familiarity with vaccine products, eligibility criteria, and vaccine contraindications, as these will continue to change.
- 4) Prepare vaccine for injection in accord with manufacturers' recommendations, as provided in the EUA for providers.

- 5) Administer the vaccine according to manufacturers' recommendations, as provided in the EUA for providers, and in a manner that is consistent with accepted medical practices.

H. Observe post-administration of COVID-19 vaccine

Although acute adverse events are rare following vaccination, the vendor must be prepared to handle urgent post-vaccination events.

- 1) Create a response protocol for serious allergic events, e.g., anaphylaxis, that might follow COVID-19 vaccination.
- 2) Train all clinical staff about responding to anaphylaxis.
- 3) Maintain medical supplies for treating anaphylaxis, including injectable epinephrine. Advanced levels of treatment are not required. Initiating a response through 9-1-1 Emergency Medical Services is adequate.
- 4) Establish a 15-minute observation for all clients following vaccination. For clients with histories of any serious allergy, the observation period should be increased to 30 minutes. Note: Observation periods can be conducted in non-clinical areas and involve non-clinical staff; however, a clinician with Advanced Life Support Certification must always be ready to respond.
- 5) Encourage clients to participate in the CDC's v-safe program, which is an online reporting software that allows easy reporting of post vaccination symptoms.
- 6) Report all serious adverse events to COVID-19 vaccination to CDPH.

I. Document post-administration of COVID-19 vaccine

- 1) The staff administering the vaccine must complete all required data in the Vaccine Administration Record or its equivalent, such as in an Electronic Health Record.
- 2) Provide a completed vaccination card to the vaccinated client or their caregiver.

J. Second dose vaccine requirements

COVID-19 vaccines that are currently authorized by FDA EUA require a second dose. The interval between doses is dependent on the product used. Vendors must:

- 1) Advise the client on when the second dose is due.
- 2) Assure that client understands the requirement that the second dose must be the same product used as the initial dose.
- 3) If possible, provide an appointment for the return visit for the second dose of vaccine.
- 4) Implement a reminder-recall system for clients who miss second dose appointments.

K. Data collection

- 1) Work with CDPH to identify mandatory data elements appropriate for the vaccination clinic.
- 2) Employ a data system or data table or other digital means to capture the required elements. Indicate the data solution proposed for use, which must receive prior approval for use by CDPH.

- 3) Train staff on inputting data elements into the selected data system.
- 4) Enter vaccination data into I-CARE within 24 hours of a vaccination clinic.

L. Data reporting

- 1) Provide monthly summary reports on vaccination activities performed.
- 2) Include information on events that may not be captured in daily data transfers. For example, numbers of clients who present for vaccination but are determined to be ineligible, clients with adverse events following vaccination, etc.
- 3) Periodic reporting of client knowledge, perceptions, and opinions on COVID-19 vaccination preferred for inclusions.

M. Establish and implement billing processes and assure no out-of-pocket charges to clients

- 1) Under no circumstance may the vendor charge clients a co-pay, deductible allowance, or other fee related to the visit.
- 2) Collect health insurance information for vaccinated persons if applicable.
- 3) Bill indicated health insurance for vaccination administration costs, including for private health insurance plans, Medicaid plans, and Medicare if applicable.
- 4) Participate in the federal COVID-19 Claims Reimbursement Program to obtain reimbursement for vaccinating uninsured people.
- 5) Adhere to all applicable Centers for Medicare and Medicaid (CMS) COVID-19 requirements.

EXPERIENCE

Vendor must minimally provide details of at least three of its annual flu immunization program or immunization program experiences, that demonstrate history of providing successful administration, project tracking and quality control services where immunization of a subset of or the entire population of a state was intended. Details of additional immunization programs that involve a vaccine that requires at least one additional dose within a specified timeframe are desirable.

Appendix C

Draft CDBG-CV Funding Agreement

CDBG FUNDING AGREEMENT

FISCAL YEAR xv9

WITH

xvc7

INDEX

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CDBG FUNDING AGREEMENT

This Community Development Block Grant Agreement (“Agreement”), made and entered into this First day of July xv9 by and between the City of Seaside, a municipal corporation, ("City"), and xv1, a California non-profit corporation, with 501 C 3 status ("Grantee").

RECITALS

WHEREAS, City annually receives Community Development Block Grant (“CDBG”) funds from the United States Department of Housing and Urban Development (“HUD”); and

WHEREAS, the primary objective of the CDBG Program as set forth by Congress is the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities; and

WHEREAS, City has decided to allocate CDBG public service funding to a limited number of subrecipient grantees pursuant to Title 24 Section 570.201(e) of the Code of Federal Regulations; and

WHEREAS, Grantee has applied to City for 2020-2022 CDBG public service funding to reimburse Grantee for a portion of the cost of providing services to the community;

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

PART I – AGREEMENT

Section 1. Definitions (as used in this Agreement)

Except to the extent modified or supplemented by this Agreement, any term defined in Title I of the Housing and Community Development Act of 1974, or the HUD Community Development Block Grant Regulations at 24 CFR Part 570, shall have the same meaning when used herein.

a. "Community Improvement Program" means the City's comprehensive Community Development Block Grant Program.

b. Community Based Development Organization shall mean an entity, whether public or private, which has the responsibility for administering a project or activity meeting the criteria specified by HUD in the Community Development Block Grant regulations (24 CFR 570.208) that is authorized to use CDBG funds to carry out certain special activities.

- c. "HUD" means the U.S. Department of Housing and Urban Development or a person authorized to act on behalf of the Department.
- d. Community Development Block Grant, "CDBG" or "Block Grant" means the Community Development Block Grant program.
- e. "Proposal" means the Grantee's application submitted to the City of Seaside requesting CDBG funding.

Section 2. Term

This Agreement shall commence on July 1, xv9 and shall expire on June 30, xva0, unless suspended or terminated sooner pursuant to the terms of this Agreement. This Agreement may not be extended beyond the term set forth in this section.

Section 3. Statement of Work

This Agreement, including attached budget and scope of work, is to be performed in accordance with Grantee's FY 2020-2022 Funding Proposal ("Proposal") submitted on January 10, 2020, and addendums as applicable, on file at the City of Seaside, Community and Economic Development department, and incorporated herein by this reference.

Section 4. Funding

a. **Purpose:** The City shall provide funding to Grantee's xva3 program, as outlined in the "Scope of Work, Attachment A". CDBG funds received under a grant from HUD are the source of funds to be used by City for payment to Grantee.

b. **Maximum Compensation:** It is expressly understood that the total compensation to be paid to the Grantee under this Agreement for services rendered shall not exceed xv6 as outlined in the "Budget, Attachment B".

c. **Funding Availability:** Funding is contingent upon services provided under this Agreement meeting the National Objective of benefit to low/moderate income persons, as outlined in Title 24, Code of Federal Regulations, Section 570.208(a). The availability of said funds is subject to the control of the United States Government, Department of Housing and Urban Development and should said funds be encumbered, withdrawn or otherwise made unavailable to the City, whether earned by or promised to the Grantee, Grantee shall not be paid said funds until they are available for payment. No other funds owned or controlled by the City shall be paid under this Agreement unless specifically permitted by the City Council of the City of Seaside.

It is specifically understood and agreed by Grantee that the funds herein authorized for the programs, projects, and services to be undertaken and performed pursuant to this Agreement constitute all of the money presently available for the purpose of this Agreement; that future

additional funding of any such programs, projects, or services beyond the term of this Agreement, by any new Agreement or amendment or extension of this Agreement, will depend not only upon the satisfactory performance of this Agreement by the Grantee, but also upon the availability and allocation to the City for such purposes; that neither the City, nor any employee of the City, has made any promise or commitment, expressed or implied, that any additional funds will be paid or made available to the Grantee for the purpose of this Agreement over and above the funds expressly allocated thereto under the terms herein.

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

d. Method of Payment: The City will provide payment for program costs acceptable to the City covered by this Agreement on a quarterly basis upon receipt of a "Request for Funds" report and a quarterly "Activity Data Collection" report from the Grantee. The Request for Funds report must indicate the services provided broken down by expenditures and the amount of payment requested consistent with Attachment B of the Agreement. At the end of the year, prior to final payment, the Grantee shall submit the Cumulative Data Collection Form and Annual Program Narrative Report with reimbursement request.

Grantee shall request funds only for authorized budget item(s) and the request shall be approved by the City's Community Development Manager or his or her designee prior to payment. **Payment requests shall be due on the fifteenth day of each month following the end of the quarter.** Quarterly payments shall be reimbursed based upon the prior quarter's expenditures and appropriate documentation must be submitted with the request. "Request for Funds" submitted incorrectly or without copies of documentation verifying costs shall be returned to the Grantee. Funding shall only be provided for expenses incurred or services provided during the period commencing July 1, xva0 and ending June 30, xva0. **Payment requests received by City after July 31, xva0 shall not be considered for payment.** If an agency misses one or more reporting periods this information will be given to the CDAC for consideration when determining the following year application request.

e. Program Budget Modifications: Upon written request by the Grantee, the City's Community Development Manager may authorize a budget or program revision. The Community Development Manager may determine a program revision is necessary to meet the intent of the CDBG program. Any budget revision executed shall not authorize the total compensation to be paid under this Agreement, as so modified, to exceed the amount shown above in Section 4, paragraph b.

f. Unexpended Funds: When a portion of the approved budget amount is not expended or encumbered, the maximum compensation shall be automatically reduced by any unexpended portion unless otherwise indicated, in writing, by the City's Community Development Manager or his/her designee.

g. **Improperly Expended Funds:** If the City has reason to believe that any funds disbursed to the Grantee under this Agreement were not expended in accordance with the terms and conditions hereof, City shall notify Grantee, in writing, of the facts or conduct which warrant(s) such belief, and shall provide the Grantee reasonable opportunity to demonstrate or achieve compliance with the terms of this Agreement. If the Grantee fails to demonstrate such compliance to the satisfaction of the City within ten (10) days, upon request by the City, Grantee shall immediately refund to the City the amount determined to be improperly expended.

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

Section 4A. Other Program Requirements

a. **Monitoring:** The City will monitor the Grantee to ensure that the CDBG funds granted through this Agreement are used in accordance with all program requirements (24 CFR 570.501 & 24 CFR Part 200) and to determine if Grantee is meeting its objectives listed in Grantee's Scope of Work, as submitted to the City. Substandard performance as determined by the City will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Grantee within a specified period of time after being notified by the City, contract suspension or termination procedures will be initiated.

b. **Evaluation:** The City reserves the right to survey the Grantee's clients to evaluate service delivery. If the City elects to mail questionnaires directly to the Grantee's clients, Grantee shall provide the City with clients' names and addresses. The City agrees to ensure that all client information shall remain confidential. Following receipt of client responses, the City shall forward a summary of the results to the Grantee.

c. **Disclosure of Confidential Client Information:** City and Grantee agree to maintain the confidentiality of any information regarding applicants for services offered by the Program pursuant to this Agreement or their immediate families, which may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other source. Without the written permission of the applicant, or his or her Guardian, such information shall be provided to City only as necessary for purposes related to the performance of evaluation of the services or work to be provided pursuant to this Agreement, and then only to persons having responsibilities under the contract, including those furnishing services under the program through subcontracts.

Section 5. Records and Reports

The Grantee shall provide to the City's Community Development Manager or his/her designee, a Quarterly Activity Report, in a form determined by the City, so that the City may meet its record keeping and reporting requirements to HUD. These reports shall be due by the fifteenth day of each month following the end of the quarter, and will reflect the prior quarter's activities.

As required by the City and HUD, Grantee shall maintain adequate records to support the reported statistics regarding beneficiary characteristics and services provided. Such records shall be made available for inspection by the City at City's principal place of business (440 Harcourt Avenue, Seaside, California), HUD or designated agents thereof upon request as specified in 24 CFR Part 570, Sections 570.502(a)(16), 570.506, and 570.508. The Grantee shall maintain all records required by the regulations specified in 24 CFR Part 570.506, and that are pertinent to the activities funded under this agreement; including but not limited to:

- a. records that demonstrate activities meet one of the National Objectives of the CDBG program;
- b. records required to determine the eligibility of activities;
- c. records documenting compliance with fair housing and equal opportunity components of the CDBG program;
- d. financial records as required by 24 CFR 570.502 and 24 CFR 200; agreeing to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
- e. records that demonstrate client eligibility for services provided including but not limited to client name, address, income, or other basis for determining eligibility, and description of service provided, reports of milestones and schedules of programs as requested, outlined in 24 CFR Parts 200 etc.
- f. Other records necessary to document compliance with Subpart K of 24 CFR Part 570
- g. Annual Program Narrative Report **due July 15, xva0** (*data to be reported on prior years activities*)

The grantee shall retain all records specified under this Agreement for a period of five years after the termination of the Agreement.

Section 6: Insurance

a. Grantee shall, throughout the duration of this Agreement maintain comprehensive general liability and property insurance covering all operations of the Grantee, its agents and employees, performed in connection with this Agreement including, but not limited to premises and automobile.

b. Grantee shall maintain the following minimum limits:

General Liability:

Combined Single Limit Per Occurrence	\$ 1 million
General Aggregate	\$ 2 million

(The policy shall cover on an occurrence or an accident basis, and not on a claims made basis.)

Automobile Liability:

Combined Single Limit Per Occurrence	\$1 million
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(The policy shall cover on an occurrence or an accident basis, and not on a claims made basis.)

Worker's Compensation with Full Liability Coverage

- c. All insurance companies with the exception of Workers Compensation and professional errors and omissions affording coverage to the Grantee shall be required to add the City of Seaside, its officers, employees, agents, and volunteers as additional "insureds" by endorsement under the insurance policy and shall stipulate that this insurance policy will operate as primary insurance and that no other insurance affected by the City or other named insured will be called upon to contribute to a loss covered thereunder. The policy shall contain no special limitations on the scope of protections afforded to City its officers, employees, agents, or volunteers. Workers' compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Grantee, its employees, agents and subcontractors.
- d. All insurance companies affording coverage to the Grantee 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 shall be written insurers with a current A.M. Best Rating of "A-" or better, and a financial size of "VII" or greater.
- e. All insurance companies affording coverage shall provide thirty (30) days written notice to the City of Seaside should the policy be canceled or reduced in coverage before the expiration date. For the purposes of this notice requirement, any material change prior to expiration shall be considered cancellation.
- f. Grantee shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, in a form satisfactory to the City's Risk Manager, concurrently with the submittal of this Agreement. A statement on the insurance certificate which states that the insurance company "will endeavor" to notify the certificate holder, "but failure to mail such notice shall impose no obligation or liability to any kind upon the company, its agents or representatives" does not satisfy the requirement of subsection (e) herein. The Grantee shall ensure that the above quoted language is stricken from the certificate by the authorized representative of the insurance company. The insurance certificate shall also state the unpaid limits of the policy.
- g. Grantee shall provide a substitute certificate of insurance no later than thirty (30) days prior to the policy expiration date. Failure by the Grantee to provide such a substitution and extend the policy expiration date shall be considered a default by the Grantee. In the event Grantee is unable to provide a substitute certificate of insurance within the time prescribed in this subsection, Grantee shall provide written confirmation of renewal in a form satisfactory to the City, to act as proof of

insurance only until such time as a certificate of insurance has been received by City.

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

Section 7. Indemnification and Hold Harmless

Grantee shall indemnify, defend and hold City and its officers, employees, agents, and volunteers harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury loss of life, or damage to any property, or any violation of any federal, state, or municipal law or ordinance, or other cause in connection with the acts or omission of Grantee, its employees, subcontractors, or agents, arising from this Agreement and the Grantee's service hereunder, except for any such claim arising out of the sole negligence or willful misconduct of the City, its officers, employees, agents or volunteers. It is understood that the duty of Grantee to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code, and that Grantee shall at its own expense, upon written request by the City, defend any such suit or action brought against the city, its officers, agents or employees. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve Grantee from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any such damages or claims for damages.

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

Section 8. Subcontracts

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

Prior to Grantee entering into any agreement for any person or organization to render said services, the Grantee shall obtain written approval from the Community Development Manager or his/her designee. Such subcontracts, together with all other activities by or on behalf of the Grantee, shall not require payment in excess of the City's portion of the total project budget as stated in Part I, Section 4 b, of this Agreement. The subcontractor shall be subject to the same terms and conditions that the Grantee is subject to under this Agreement and the Grantee shall ensure the terms of this Agreement are expressly set forth in any agreements in it may have with any such subcontractors. The City shall in no event be liable to any subcontractor or any other creditor of the Grantee, and shall be liable to the Grantee only in accordance with the terms and conditions of this Agreement.

Section 9. Amendment

Where it is determined by the Community Development Manager or his/her designee that there is a need to make any change in the project, fiscal procedures, or the terms and conditions of this Agreement (including any changes necessary to comply with changes in Federal, State or local laws or regulations), such change shall be incorporated by written amendment to this Agreement and approved by the City Council, and by the Grantee, provided that adjustments in line items within the total approved budget, and minor changes in the nature and scope of services specified in the Agreement, may be approved by the City Manager or his/her designee.

Section 10. Assignment

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

Section 11. Suspension and Termination

If Grantee materially fails to comply with any term of this Agreement, the City may suspend or terminate the Agreement in whole or in part. The City or Grantee may terminate the Agreement with or without cause. The Grantee may terminate the Agreement upon no less than thirty (30) days receipt of written notice, setting forth the reasons for such termination and the effective date of such termination.

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

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

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

Section 12. Terms and Conditions

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

This Agreement and all performance hereunder is subject to the Federal regulations pertaining to the Community Development Block Grant Program, and Grantee agrees to comply with all such regulations, which are incorporated herein by reference and made a part hereof, and which are available for inspection at the City Hall.

PART II - SUPPLEMENTAL GENERAL CONDITIONS

Section 1. Program Income

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

Section 2. Uniform Administrative Requirements

a. Establishment and Maintenance of Records: Grantee shall comply with the requirements and standards of Federal Office of Management and Budget Circular A-122, "Cost Principles for Non-Profit Organizations", and 24 CFR Part 200 24 CFR Part 200 set forth standards for use by recipients in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Federal funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable Federal statutes and Executive Orders. No additional procurement standards or requirements shall be imposed upon recipients, unless specifically required by Federal statute or Executive Order or approved by Office of Management and Budget.

24 CFR Part 570, Section 570.505 (a) through (d) states the standards -applicable to the use of real property within the recipient's control which was acquired or improved in whole or in part using CDBG funds in excess of \$25,000. These standards shall apply from the date CDBG funds are first spent for the property until five years after closeout of an entitlement recipient's participation in the entitlement CDBG Program or, with respect to other recipients, until five years after the closeout of the grant from which the assistance to the property was provided.

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

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

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

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

Grantee shall take reasonable steps to ensure meaningful access to their programs and activities by Limited English Proficient (LEP) persons while not imposing undue burdens on Grantee. Persons who do not speak English as their primary language and who have a limited ability to read, write, speak, or understand English can be "limited English proficient," or "LEP." Grantee shall assess its extent of its obligation to provide specialized LEP services using the following four factors:

- 1) The number or proportion of LEP persons eligible to be served or likely to be encountered by the program or Grantee;
- 2) The frequency with which LEP persons come in contact with the program;
- 3) The nature and importance of the program, activity, or service provided by the program to people's lives; and
- 4) The resources available to the Grantee and costs of modifying existing procedures.

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

Section 4. Executive Order No. 11063

Grantee shall not discriminate because of race, color, religion, sex, or national origin in the sale, lease, rental, or other disposition of residential property and related facilities, or in the use or occupancy thereof, if property is provided for in whole or in part by a grant of CDBG funds.

Section 5. Nondiscrimination

a. Fair Housing Act [42 U.S.C. 3601 et seq.]. No person shall, on the grounds of race or color, religion, sex, national origin, familial status, or disability be excluded from

participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

b. Age Discrimination Act of 1975 [42 U.S.C. 6101 et seq.]. No person shall, on the grounds of age, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

c. Section 504 of the Rehabilitation Act of 1973, as amended [29 U.S.C. 794]. No otherwise qualified individual with a disability shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity under this Agreement.

i. A Grantee that employs less than fifteen (15) persons shall:

(a) Take appropriate steps to ensure effective communication with applicants, determine auxiliary aids necessary, adopt and implement procedures to ensure that interested person can obtain information concerning the existence and location of accessible services, activities, and facilities. [24 CFR §8.6]

(b). Evaluate its current policies and practices to determine whether, in whole or in part, they do not or may not meet the requirements of Section 504 and the implementing federal regulations; modify any policies and practices that do not meet the requirements; take appropriate corrective steps to remedy the discrimination revealed by the self-evaluation; maintain on file for at least three years following completion of the evaluation, make available for public inspection and provide to the responsible civil rights official a list of the interested persons consulted, a description of areas examined and any problems identified, and a description of any modifications made and of any remedial steps taken. [24 CFR §8.51]

ii. A Grantee that employees fifteen (15) persons or more shall implement (i)(a) and (i)(b) above and in addition:

(a) Designate at least one person to coordinate its efforts to comply with the obligations imposed by Section 504 and the implementing federal regulations. [24 CFR §8.53(a)]

(b) Adopt grievance procedures that incorporate due process standards that provide for the prompt and equitable resolution of complaints alleging any action prohibited by the obligations imposed by Section 504 and the implementing federal regulations. [24 CFR §8.53(b)]

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

d. Subtitle A of Title II of the Americans with Disabilities Act of 1990 [42 U.S.C. 12131]. No qualified individual with a disability shall, on the basis of disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any public entity under this Agreement.

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

- (a) Evaluate its current services, policies, and practices, and the effects thereof, and to the extent that such do not or may not meet the requirements of Subtitle A and the implementing federal regulations, shall proceed to make the necessary modifications. [28 CFR §35.105]
- (b) Make available to applicants, participants, beneficiaries, and other interested persons information regarding the provisions of Part 35 and its applicability to the services, programs or activities of the public entity, and make such information available to them in such a manner as the head of the entity finds necessary to apprise such persons of the protections against discrimination assured them by the Americans With Disabilities Act and Part 35. [28 CFR §35.106]
- (c) TDD's (telecommunication devices for the deaf) or equally effective telecommunication systems shall be used to communicate by telephone with individuals with impaired hearing or speech. [28 CFR §35.161]

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

- (a) Designate at least one employee to coordinate its efforts to comply with and carry out its responsibilities including any investigation of any complaint alleging noncompliance or any actions prohibited by ADA, make information about designated person available to all interested individuals, adopt and publish grievance procedures providing prompt and equitable resolution of complaints alleging any prohibited action. [28 CFR §35.107]
- (b) Take appropriate steps to ensure communication with applicants, participants, and members of the public with disabilities are as effective as communications with others, furnish appropriate auxiliary aids and services where necessary to afford an individual with a disability an equal opportunity to participate in, enjoy the

benefits of, a service, program or activity, determine what type of auxiliary aid and service is necessary, give primary consideration to the requests of individuals with disabilities. [28 CFR §35.160]

Section 6. Conflict of Interest

a. **Interest of Certain Federal Officials:** No member of or Delegate to the Congress of the United States, and no resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

b. **Interest of Members, Officers, or Employees of City, Members of Local Governing Body, or Other Officials:** No member, officer, or employee of the City, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Agreement. The Grantee shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purpose of this subparagraph.

c. **Interest of Members, Officers, or Employees of Grantee and Sub-grantees:** No employees, officer or agent of Grantee or any sub-grantee shall participate in the selection, award or administration of a contract in which Federal funds are used, where, to his knowledge, he or his immediate family, partners, or organization in which he or his immediate family or partner has a financial interest or with whom he is negotiating or has any arrangement concerning prospective employment. The recipients' officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or potential contractors. Any interest on the part of the Grantee or his employees must be immediately disclosed to HUD and to the City.

Section 7. Reversion of Assets

Upon expiration of this Agreement, Grantee shall transfer to the City's CDBG fund any unexpended funds and any accounts receivable attributable to the use of CDBG funds. Residual assets derived from Grantee's use of CDBG funds, such as fixtures and equipment, shall vest with the City upon the end of this Agreement. The City reserves the right to monitor and verify the continued proper management of the Grantee's assets derived from CDBG funding, if any.

Section 8. Lobbying Prohibited

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

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

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

Section 9. Faith-based Activities

a. Faith-Based Activities Organizations: 24 CFR Part 570, Section 570.200 (j) (2) states Faith-based activities organizations that are directly funded under the CDBG program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the CDBG funded programs or services. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part, and participation must be voluntary for the beneficiaries of the HUD-funded programs or services.

b. Religious Organizations: 24 CFR Part 570, Section 570.200 (j) (3) states a religious organization that participates in the CDBG program will retain its independence from Federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its beliefs, provided that it does not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Faith-based organizations may use space in their facilities to provide CDBG-funded services without removing religious art, icon, scriptures, or other religious symbols. A CDBG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

c. Religious Discrimination: 24 CFR Part 570, Section 570.200 (j) (4) states an organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

d. Subrecipients. Any subrecipient of CDBG funds provided under this Agreement shall abide by the terms under faith-based activities as described in Title 24 CFR 570.200 (j) with religious activities.

Section 10. Audits and Inspections

The Grantee will, at any time during normal business hours and as often as the City, HUD, citizens and/or the Comptroller General of the United States may deem necessary, make

available to the City, HUD, citizens in accordance with the state and/or federal or local law and/or representatives of the Comptroller General for examination of all of the Grantee's records with respect to all matters covered by this Agreement. The Grantee will permit the City at City's principal place of business (440 Harcourt Avenue, Seaside, California), HUD, citizens, notwithstanding 24 CFR 85.42(f), recipients shall provide citizens with reasonable access to records regarding the past use of CDBG funds, consistent with applicable State and local laws regarding privacy and obligations of confidentiality and/or representatives of the Comptroller General to audit, examine and make excerpts, copies or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement in accordance with local, state, or federal law.

Section 11. HUD Requirements

Unearned or other payments under this Agreement may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by HUD or the City at any time, or if the grant to the City under Title I of the Housing and Community Development Act of 1974, as amended from time to time, is suspended or terminated.

Section 12. Prohibition Against Payment of Bonus or Commissions

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

Section 13. Copyrights

If this Agreement or its performance results in a book or other copyrightable material, the author is free to copyright the work, but the Department of Housing and Urban Development and the City reserve the royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use all copyrighted material and all material which can be copyrighted.

Section 14. Patents

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

Section 15. Political Activity Prohibited

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

Section 16. Board of Directors

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

Section 17. Notices

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

City:

Craig Malin.
City Manager
City of Seaside

440 Harcourt Avenue
Seaside, California 93955
Telephone: 831-899-6700

Grantee:

Name	xv2
Title	Executive Director
Organization	xv1
Address	xv3
	xv4
Telephone	xvb3
email address	xvb4

Section 18. Legal Representation

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

Section 19. Joint Representation

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

Section 20. Warranty of Authority

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

Section 21. No Waiver of Rights

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

Section 22. Counterparts

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

Section 23. No Third Party Rights

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

Section 24. Modification

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

Section 25. Severability

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

Section 26. Further Assurances

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

Section 27. Entire Agreement

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

Section 28. Rights and Obligations

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

Section 29. Attorney Fees

In case suit shall be brought to interpret or enforce this Agreement, or because of the breach of any other covenant or provision herein contained, the case shall be handled in Monterey County, California, and the prevailing party in such action shall be entitled to recover their actual attorney fees approved by a Court of competent jurisdiction in addition to such costs as may be allowed by the court. If awarded, City's attorneys' fees shall be calculated at the market rate

IN WITNESS WHEREOF, as authorized representatives of the CITY OF SEASIDE and
xvc7, a non-profit corporation, have executed this Agreement.

For: CITY OF SEASIDE

By: _____
Craig Malin, City Manager

For: GRANTEE

By: _____
xv2
Executive Director

ATTACHMENT A

XVC7

PURPOSE OF FUNDING

xvc8

SCOPE OF WORK

HUD PERFORMANCE MEASUREMENT

OBJECTIVE: xvd1

OUTCOME: xvd2

PROPOSED NUMBER OF UNITS TO SERVE: xvc6

TYPE OF UNIT: xvd0

USE OF FUNDS

xva5

PROGRAM OUTCOMES AND MEASUREMENTS

Below is a chart with a list of outcomes and corresponding measurements. Data for this chart MUST be maintained in the CDBG Program file. This information will be required to be submitted at the end of the year for the writing of the annual Consolidated Annual Performance and Evaluation Report and will continue to evaluate future grantee performance.

xvc1

ATTACHMENT B
XVC7

PURPOSE OF FUNDING
XVC8

BUDGET

xvbudget

REQUIRED DOCUMENTATION FOR REIMBURSEMENT
(Quarterly Basis)

Employee Work Logs and Timesheets
Copy of Cancelled Checks
Quarter Activity Data Collection Form

REIMBURSEMENT SUBMITTAL DEADLINES

1ST Quarter – October 15, xv9
2nd Quarter – January 15, xva0
3rd Quarter – April 15, xva0
4th Quarter – July 15, xva0

REQUIRED DOCUMENTATION FOR REIMBURSEMENT & COMPLETION
(Annual Basis)

Cumulative Data Collection Form
Annual Program Narrative Report

REIMBURSEMENT SUBMITTAL DEADLINE

Annual – July 15, xva0

CDBG-CV3 Application

Central Coast VNA and Hospice, Inc.

City of Seaside Application for Program Year 2021-2022

Part 1 - General Information			
Legal Name of Organization Submitting Proposal:		CENTRAL COAST VNA and HOSPICE, INC	
Program/Project Name:		COVID-19 Pop-up Test and Vaccination Clinics	
Person Completing Application:	Andrea Zoodsma	Title:	Director Community Services
Direct Telephone:	831-648-3727		
Email Address:	azoodsma@ccvna.com		
Authorized Official: (e.g. Exec. Dir.):	Jane Russo	Title:	CEO
Direct Telephone:	831-760-0748		
Email Address:	jrusso@ccvna.com		
Program/Project Contact:	andrea zoodsma	Title:	Director Community Services
Direct Telephone:	831-648-3727		
Email Address:	azoodsma@ccvna.com		
Authorized Contact:	andrea zoodsma	Title:	Director Community Services
Direct Telephone:	831-648-3727		
Email Address:	azoodsma@ccvna.com		
Finance Contact:	Gina Urmatan	Title:	Finance Manager
Direct Telephone:	831-648-3792		
Email Address:	gurmaman@ccvna.com		
Organization Mailing Address:	5 Lower Ragsdale Dr	City:	Monterey Zip: 93940
Organization's Website Address:	www.ccvna.com		
Organization Telephone:	831-372-6668		
Organization Fax:	831-648-7726		
Tax ID Number:	94-1205572 9 digits, format xx-xxxxxxx		
Organization DUNS Number:	14-8219884 9 digits, format xx-xxx-xxxx		
Seaside Customer/Vender Number:			
Type of Organization (check all that apply):	☒ Non-Profit ☐ CHDO ☐ CBDO ☐ Faith-Based		
What is your agency's fiscal year?	Calendar		
Date of your organization's most recently completed audit. (Month/Year)	April 2020		
Was this audit conducted in compliance with the Single Audit Act?	Yes		
Are there any outstanding audit findings which remain unresolved?	No		
Are you a Legal Services provider?	No		

Select type of Funding Requested and Type of Activity, then click to Update Application	
We are applying for funding from: ☒ City of Seaside	
Type of Funding Requested:	CDBG
Type of Activity:	☒ Public Service ☐ Other
Type of Program:	
Our proposal is for a COVID-19 Testing and Immunization Clinics program.	
Amount Requested	
City of Seaside CDBG	\$234,188
Is your organization submitting an application for multiple projects?	

PART 2 - PROJECT ELIGIBILITY

1. Our proposal is for a COVID-19 Testing and Immunization Clinics program.

2. Select the type of assistance you provide. 05M - Health Services

3. Mark the box below that indicates the national objective met:
 Activities Benefiting Low and Moderate-Income Persons. 570.208(a)
 LMC-Limited Clientele. 570.208(a)(2)

4. Describe the population/target group your project will serve and how low and moderate-income persons will benefit.
 Our goal is to bring COVID-19 vaccines to people of low to moderate income in the City of Seaside. Access to COVID Lack of immunizations can be a barrier to participation in programs and disease prevention. By offering immunization clinics to people in their community, individuals have access in a familiar setting, making the right choice the easy choice. Vaccines will be provided with no out of pocket cost to participants. Immunization campaign will include adults 18 years of age and older.

5. How will people or conditions in the community change as a result of what you do?

COVID-19 immunizations are the light at the end of the pandemic tunnel. Our goal is to immunize Seaside residents who meet the criteria to reach herd immunity and thus significantly reduce the incidence of COVID infections among the residents of Seaside and re-open schools, business and recreational activities.

Check if the proposed activity will:

- ☐ Help prevent homelessness?
☒ Help those with HIV or AIDS?

- ☒ Help the homeless?
- ☒ Help the disabled?

6. Outcome Performance Measurement

1. Please choose the most appropriate performance measurement objective

Create Suitable Living Environments

2. Please choose the most appropriate performance measurement outcome.

Availability/Accessibility

PART 3 - SCOPE OF WORK

1. Short description of proposed project for which funding is requested.

VNA will serve as administrator, manage and staff COVID-19 Immunization Clinics, 2 times per week. To best meet the need of targeted population, clinic locations, dates and times, will be secured in collaboration with the City of Seaside. Additional pop-up clinics will be held twice per month at locations and on days of the week that best meet needs of community.

2. For each type of activity you provide, show the number served and the type of activity.

Number Served	Type of Activity
3888	Participants

3. Please list proposed activities for funding in one sentence for each activity.

	Description of Activity
Activity #1	Pop-Up Covid-19 Testing and Immunization Services

4. Provide any additional relevant description of proposed activity or project.

VNA will be responsible for managing clinics including set up and take down, crowd management, and education of participants. VNACS will operate under direction of VNA Medical Director to follow immunization policies and procedures. VNACS will assume responsibility of providing supplies, materials, and PPE necessary for all clinics. This includes COVID-19 vaccine as available, documentation and required reporting.

5. Provide a timetable for accomplishing objectives. Upload Project Timetable or complete the table below.

Description of Activity/Milestone	Est. Completion Date
Four hour pop-up immunization clinics will be held, 2 times per month.	June 30, 2021
Four hour immunization clinics will be held two times per week, location, and time to be determined.	June 30, 2021

6. If this is a new project, describe how you will reach out to the proposed beneficiaries? Upload your outreach plan. If not available at time of application, the plan will be required to be submitted if your project is funded prior to disbursement of HUD funds.

VNA will work with City of Seaside and collaborative partners to determine best method for outreach; messaging and education.

7. How will you measure the effectiveness or impact of your project in meeting the needs of the persons assisted with these HUD funds?

Number of active participants in COVID testing and number of immunizations administered during twenty immunization clinics.

8. How will the proposed activity or project directly respond to the Corona Virus Pandemic?

- For example, Agency C may have provided emergency food assistance for x-persons in calendar 2019. Because of economic dislocation in 2020, demand for emergency food assistance increased to y-persons, a z-% change, in 2020.

Testing will determine active cases and community impact.

Immunizations will provide protection against disease and spread of virus.

9. Explain how the proposed activity or project will meet the corona virus objectives of: prevention, preparation for, and/or response.

- For example, Agency B expanded their Senior food delivery program to deliver meals to seniors sheltering in place as a proactive measure to prevent exposure to the Coronavirus.

In addition to COVID-19 immunizations, outreach from trusted health care providers in collaboration with City of Seaside will provide the opportunity to educate participants about the COVID-19 virus, prevention, and community wide protection.

10. Eligible services are those that are new or a quantifiable increase in the level of service precipitated by COVID-19. If the proposed activity or project relates to an existing program or activity prior to the Corona Virus Pandemic, explain the increase in the level of service or the new activities that meet coronavirus objectives.

N/A

11. Explain how your organization will avoid duplication of benefits?

Immunization services will be offered in the community where services currently do not exist. Grant funding will ensure there is not out of pocket expense to individual participants.

PART 4 FUNDING AVAILABILITY

The right to fund the proposed project is at the funders' discretion. Be advised that your project may be based on funding availability and be partially funded. Please explain how your organization would be able to adapt the proposed activity should your organization receive less than requested funding. Please also explain how the provision of CDBG funds will serve to increase the level of service above and beyond what would be possible without the use of CDBG funds.

Pop-Up and weekly COVID-19 immunization clinics priced per unit, if funding is limited, number of clinics will be reduced.

CDBG funds will support immunization clinics within the community. This proposal provides a much needed service to individual groups in their neighborhood, community group or place of employment.

PART 5 CONFORMANCE WITH CONSOLIDATED PLAN

1. Describe how the need for the activity or project was determined? Attach a needs assessment, market study, or other documentation demonstrating project need.

Based on limited number of immunization sites in a highly COVID impacted area.

2. Identify which of the following City of Seaside Consolidated Plan Priority Needs will be met. (Please refer to page 83 of the Consolidated Plan.)

- ☐ New Affordable Rental Housing Opportunities
- ☐ Assistance to Homeowners for Rehabilitation
- ☐ Energy Conservation Opportunities in Housing
- ☐ Homeless Services - Continuum of Care
- ☐ Homeless Prevention
- ☐ Emergency Shelters and Other Homeless Facilities
- ☐ Public Services
- ☐ Infrastructure Improvements
- ☐ Public Facilities
- ☐ Economic Development
- ☒ Prevent, Prepare For, and Respond to Coronavirus

3. Describe how you will meet the need identified above.

Our goal is to bring COVID-19 vaccines to people of low to moderate income in the City of Seaside. Access to COVID testing and immunizations can be a barrier to participation in programs and disease prevention. By offering testing sites immunization clinics to people in their community, individuals have access in a familiar setting, making the right choice the easy choice. Testing and vaccines will be provided with no out of pocket cost to participants. Testing will be offered to residents of all ages, immunization campaign will include adults 18 years of age and older.

4. Which one of the following City of Seaside Consolidated Plan Goals will you meet?

Prevent, Prepare For, and Respond to Coronavirus

5. Describe how you will meet the goal identified above.

COVID-19 immunizations are the light at the end of the pandemic tunnel. Our goal is to immunize Seaside residents who meet the criteria to reach herd immunity and thus significantly reduce the incidence of COVID infections among the residents of Seaside.

PART 6 RELATIONSHIP TO EXISTING PROGRAMS

1. Leveraging: Complete the table below, using one line for each funding source used in the program/project that you are applying for.

- Indicate the source of the funds.
- Indicate if the funds are restricted or may be used for any type of program/project cost.
- In column (A), enter the amount (all or part) that is on-hand at the time of application.
- In column (B), enter the amount (all or part) that has been committed (in writing) but not yet on-hand.
- In column (C), enter the amount (all or part) that has been pledged or awarded, but not yet formally awarded.
- Column (C) may also include planned amounts to be contributed from your agency's annual operating budget including fund-raising revenue.
- Your requested CDBG funds is copied from your entry in Part 1
- You must provide supporting documentation in the attachments section for all on-hand and committed funding.

Source	Restricted Use?	Total	Amount On-Hand (A)	Amount Committed (B)	Amount Pledged (C)	On-Hand Plus Committed	% On-Hand Plus Committed
TOTAL		\$234,188	\$0	\$0	\$234,188	\$0	0%

Leveraging Ratio

100%

2. Describe how you will leverage the funds you are requesting. Specifically describe other funding sources, collaboration with other service providers, and in-kind services. Please note any restrictions on the use of other funds.

N/A

3. Describe your existing or proposed collaborative efforts for addressing Program/Project need. Please include names of all partnerships and define the roles and responsibilities of these partners. If you have no collaborative partners, explain how you propose to coordinate your services with other community agencies in order to leverage resources.

N/A

PART 7 ORGANIZATIONAL CAPACITY AND EXPERIENCE

1. Please outline your organization's purpose. Include how long the organization has been in operation, mission statement and current business plan, if applicable.

Mission Statement

VNA is dedicated to providing the highest quality health care to residents of the Central Coast by meeting their individual needs in a caring, effective, honorable, and accessible manner.

Vision Statement

- We transform the care and culture to meet the changing needs of patients, families and caregivers.
- We achieve positive results every day through quality standards, empowerment, teamwork, and accountability.
- We are trustworthy, innovative and unique in our clinical programs and customer service.
- We create a collaborative and respectful working environment recruiting highly skilled professionals while retaining satisfied employees.

VNA was founded in 1951. VNA Community Services brings wellness to the community. Well known as community immunizers; experienced, professional registered nurses provide on-site flu and vaccine services. As the only travel health clinic, VNA provides comprehensive consultation and immunizations for international travelers. Health screenings and education are offered to corporate business, in the field or in the boardroom. Nurses provide

services to local schools to meet state-mandated screenings, vaccines, and staff education. Our organization provides intermittent care, covered primarily by insurance, through the expert skills of our trained and certified clinicians, to assist patients, families, and caregivers in the comfort and familiarity of their own homes. The home health division offers key specialty program, including cardiac, connections, diabetic, orthopedic, and palliative care. These individual programs have advanced practice clinicians and program expertise. VNA Hospice is a specialized type of care for those facing a life-limiting illness, their families and their caregiver. The care involves a team-oriented approach to expert medical care, pain management, and emotional and spiritual support expressly tailored to the patient's needs and wishes. A key component to our team is VNA Volunteers who give their time to improve the lives of others. For the community, grief and loss support are offered to individuals or groups.

2. List the locations of all facilities, and days and hours of operation.

Headquarters/Administration/Community Services, 5 Lower Ragsdale Dr, Monterey; M-F 8-5pm On call 24/7
Salinas office, 6 San Miguel Ave, Salinas; M-F 8-5pm On call 24/7
VNA Hospice Headquarters, 45 Plaza Circle, Salinas; M-F 8-5pm On call 24/7
Hollister office, 321 San Felipe Dr #10, Hollister; M-F 8-5pm On call 24/7
King City office, 400 Canal St, King City; M-F, 8-5pm On call 24/7

3. Describe internal administrative controls to be used, including financial record-keeping procedures and management controls. Upload copy of financial policies.

The VNA finance department works under the guidelines set forth by an external audit team. The financial policies are attached.

4. Describe how your agency will adhere to the procurement provisions under 24 CFR Part 85 or 84. Upload copy of your procurement policies. See http://portal.hud.gov/hudportal/HUD?src=/program_offices/cpo/grantee for more information.

N/A

5. Describe the record-keeping system to be used to maintain program data.

VNA utilizes an electronic immunization record.

6. Describe your agency's process for verifying beneficiary eligibility and attach copy of all intake forms.

VNA utilizes an electronic immunization record and will provide an immunization record to each participant. VNA will complete an activity data collection form at each event to be submitted in the monthly report.

7. Describe the mechanisms to be used to fulfill responsibilities regarding federal cross-cutting regulations that may apply (e.g. non-discrimination, equal employment opportunities, and other local, state and other federal requirements). If applicable, provide copy of existing administrative and/or program policies.

N/A

8. Describe how your agency evaluates the effectiveness of the activity to be funded. Please include a copy of any recent evaluations, internal or external, of the agency's programs. Attach copies of all intake forms and data collection tools that will be used to verify achievement of program goals and objectives. Specify the staff person (name/title) who will be responsible for monitoring progress.

VNA is currently working for the County of Monterey Health Department providing COVID-19 immunization services to county residents.

9. Describe the capacity of your organization to carry out the proposed activity, including the ability to quantify and measure results. You should include previous federal grants management, fiscal staff resources, skills and experience.

We are the Community Immunizers.

Best known for our public flu clinics, we also have the counties only International Travel Immunization Clinic. We see individuals and groups traveling internationally for immunizations and travel consultation at our office in Ryan Ranch. We are Yellow Fever Certified.

Our success lies in our experience, VNA was instrumental in managing the H1N1 epidemic. In partnership with MCHD we established mass vaccination clinics throughout the county. We also managed the flu vaccine distribution, the year of vaccine shortage due to contamination. The worst year of my professional career, facilitation a lottery at clinics where one had to be old enough and sick enough to receive a vaccine. We were the first in Monterey County to host drive thru clinics.

Our experienced RNs and administrative staff are now applying these acquired skills to the COVID Vaccination campaign. Our model brings vaccines to the community. Senior Centers, Housing Communities, Places of employment. Familiar sites making the decision to immunize convenient and in a familiar, practical setting. Community based clinics have been a valuable contribution to the county COVID vaccine roll out. We have been in a position to fill a gap for those who have difficulty or cannot navigate around computer generated appointments, have difficulty leaving their community or hesitant about vaccination, making the location an easy choice encouraged by peers, neighbors or coworkers.

We utilize an electronic immunization record, the system is touchless, no paper or pens. Scan the barcode of a Driver's License which populates the consent with demographic data, we add insurance or payment information, vaccine assessment questions and documentation are entered into the system. Then, required information is reported directly to the California Immunization Registry.

So our community based model has included a number of difficult to reach groups.

10. Please complete the table below, which should encompass your full projected Agency FY21-22 budget.

Program	Staff (Personnel)	Supplies	Equipment	Overhead	Capital Improvements	Total
City of Seaside Application						\$0
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0

Total Budget less capital improvements

\$0

Application program percent

11. Please list previous grants/awards received from City of Seaside

Program Year	Project	Amount Funded City of Seaside
FY 2020-2021		\$0
FY 2019-2020		\$0
FY 2018-2019		\$0
FY 2017-2018		\$0
FY 2016-2017		\$0

12. Describe your past experience with grants from the City of Seaside. If there were performance issues, please describe the steps you have taken to correct them
 No past experience with the City of Seaside.

Part 8 - For CDBG Funds

1. Our proposal is for a COVID-19 Testing and Immunization Clinics program.

2. Select the type of assistance you provide: 05M - Health Services

3. This program provides assistance of the following type:

4. Number of Unduplicated Beneficiaries previously served by the project.

City of Seaside		
Period	Actual	Monthly Average
July 1, 2019 - June 30, 2020		0
July 1, 2020 - December 31, 2020		0

5. Number of Unduplicated Beneficiaries projected to be served by the project.

Outcome Measure	1st Quarter		2nd Quarter		3rd Quarter		4th Quarter		Total
	# Served	%	# Served	%	# Served	%	# Served	%	
Pop-Up Covid-19 Testing and Immunization Services									0
TOTAL	0		0		0		0		0

6. Number of Low/Mod Unduplicated Beneficiaries to be served by the project

City of Seaside			
Period	Total Number of Beneficiaries Estimated to be Served FY21/22	Total Number of Low/Mod Income Beneficiaries Estimated to be Served FY21/22	Overall Percent of Low/Mod Income Persons Served
July 1, 2021 - June 30, 2022	0		

7. Cost-per-Beneficiary for this project(CDBG Request/CDBG Beneficiaries)=\$

City of Seaside		
CDBG Request	CDBG Beneficiaries	Total Cost-per-Beneficiary
\$234,188	0	

8. Indicate the funding set-aside the activity belongs to: None of the above

9. Please justify the cost per person served. If you believe there are compelling reasons or extenuating circumstances for a relatively high cost please explain.

The per clinic costs includes labor and supplies for a total of 23 clinics. The administration fee for the vaccines of \$40/dose is per Medicare guidelines. The travel costs is per the IRS mileage rate of \$.56/mile.

10. As required by the Federal Office of Management and Budget (OMB) and HUD, describe how the overall project budget is cost effective and reasonable for the anticipated result.

Staff costs for administration and management of clinics to include One Provider offering the following services:
 3 Registered Nurses, 2 Clerical, 2 Crowd Management/Education Personnel
 Testing and Immunization Supplies, Materials and PPE
 Set up and Take Down, Specimen Delivery
 Results Reporting to Participant, CDPH and CAIR data entry.

Worksheet # 1 - Positions to be Funded

Please list each position for the activity for which funding is requested.
 Complete all columns with entry boxes.

Job Title	% of FTE	Requested CDBG Personnel Funding, City of Seaside
Grand Total		\$0

Worksheet # 2 - Operational Budget

Budget Category	Actual Budget for July 1, 2020 to June 30, 2021	Projected Budget for July 1, 2021 to June 30, 2022	% Increase or Decrease	CDBG Funds Request, City of Seaside
Other Staff				
Supplies and Materials				
Consumable Supplies				
Non-Consumable Supplies				
Outside Services				
Telephone				
Utilities				
Maintenance				
Contract/Consultant Services				
Other Charges				
Rent				
Travel (Mileage)				

Insurance				
Capital Outlay				
Equipment/Furniture				
Other - # of lines needed: 1				
Clinic Fees \$3500 x 67 clinics	\$70,000	\$164,188	135%	\$234,188
Total	\$70,000	\$164,188	135%	\$234,188
Total Funding Requested from Part 1				\$234,188

Attachment	Link or Explanation for Missing Attachments
1 ☒ HUD Agency Certification - Download this document , complete it, and upload to this item.	1_Agency_Certification.pdf
2 ☒ Federal and State Tax Exemption Determination Letters/Non-Profit Certification (e.g., IRS 501C (3) Letter)	2_Tax_Exemption_Letters.pdf
3 ☒ Articles of Incorporation/Bylaws	3_Bylaws.pdf
4 ☒ Certificate of Good Standing with the State (http://kepler.sos.ca.gov/)	4_State_Good_Standing_Letter.pdf
5 ☒ Organizational Chart	5_Org_Chart.pdf
6 ☒ List of Current Board Members [with titles, contact data (i.e., telephone, email, address) and current terms]	6_Current_Board_Members.pdf
7 ☒ Resumes of Program Administrator and Fiscal Officer	7_Resume.pdf
8 ☒ Evidence of Insurance/Fidelity Bonding/Worker's Compensation	8_Insurance_Info.pdf
9 ☒ Audited Annual Financial Statements covering 2 Years	9_Part_1.pdf 9_Part_2.pdf
10 ☒ Signed Authorization to Request Funds (usually Executive Director or Board of Directors)	10_Authorization_Letter.pdf
11 ☐ Designation of Authorized Officials (usually Executive Director or Board of Directors)	Letter on #10 covers both authorizations.
12 ☒ Conflict of Interest Policy	12_Conflict_of_Interest.jif
13 ☒ Project Team Experience and Qualifications	Community_Services_-_Employee_Report_03-30-2021.xlsx 13_14_Team_Exp_Timeline.pdf
14 ☒ Project/Activity Timeline	13_14_Team_Exp_Timeline.pdf
15 ☒ Financial Policies	15_Fin_Policy.pdf 15_Part_1.pdf 15_Part_2.pdf 15_Part_3.pdf
16 ☒ Procurement Policies	16_Procurement_Policy.pdf
17 ☐ Eligibility Intake Forms or Data Collection Tools (which should include Race and Ethnicity data fields as required by The Federal Office of Management and Budget (OMB))	Not Applicable
18 ☐ Project/Activity Support Letters	Not Applicable
19 ☐ Program Evaluations	Not Applicable
20 ☐ Outreach Materials	Not Applicable
21 ☐ Evidence of Project Support/Community Outreach (written endorsements, when available)	Not Applicable
22 ☒ Limited English Proficiency (LEP) plan and/or equal access (Section 504) plan. See HUD FAQs on LEP and HUD information on Section 504 for sub-grantees	22_HUD.pdf
23 ☐ Employee Handbook	No Handbook-Please specify if a specific policy is needed.
24 ☐ Record Retention Policies	Follow California State Law
25 ☒ Federal Tax Form 990	25_26_Part_1.pdf
26 ☒ State Tax Form 199	25_26_Part_2.pdf
27 ☐ Rental/Lease Agreement (if applicable)	Not Applicable
28 ☐ Cost Allocation Plan	Not Applicable
29 ☒ Other Schedule of Cost	Schedule_of_Cost.pdf
30 ☐ Other	
31 ☐ Other xyz	

Program Manager Signature
Date Signed

Andrea Zoodsma
04/06/2021

Initially submitted: Mar 31, 2021 - 10:58:32

Returned to Draft 04/05/2021

Reason: Please revise application to only include COVID-19 vaccination services.

CDBG-CV3 Application

Meals on Wheels of Monterey Peninsula

City of Seaside Application for Program Year 2021-2022

Part 1 - General Information			
Legal Name of Organization		Meals on Wheels Monterey Peninsula, Inc.	
Submitting Proposal:			
Program/Project Name:		Delivered Meals to COVID Impacted Residents of Seaside	
Person Completing Application:		Jacob Shafer	Title: Development Director
Direct Telephone:		831-375-4454	
Email Address:		jshafer@mowmp.org	
Authorized Official: (e.g. Exec. Dir.):		Christine Winge	Title: Executive Director
Direct Telephone:		831-375-4454	
Email Address:		cwinge@mowmp.org	
Program/Project Contact:		Jacob Shafer	Title: Development Director
Direct Telephone:		831-375-4454	
Email Address:		jshafer@mowmp.org	
Authorized Contact:		Jacob Shafer	Title: Development Director
Direct Telephone:		831-375-4454	
Email Address:		jshafer@mowmp.org	
Finance Contact:		Christine Winge	Title: Executive Director
Direct Telephone:		831-375-4454	
Email Address:		cwinge@mowmp.org	
Organization Mailing Address:		700 Jewell Avenue	City: Pacific Grove Zip: 93950
Organization's Website Address:		https://www.mowmp.org/	
Organization Telephone:		831-375-4454	
Organization Fax:		831-375-9887	
Tax ID Number:		94-2157521 9 digits, format XX-XXXXXXX	
Organization DUNS Number:		123590747 9 digits, format XX-XXX-XXXX	
Seaside Customer/Vender Number:		2132	
Type of Organization (check all that apply):		☒ Non-Profit ☐ CHDO ☐ CBDO ☐ Faith-Based	
What is your agency's fiscal year?		July 1 to June 30	
Date of your organization's most recently completed audit. (Month/Year)		March 2021	
Was this audit conducted in compliance with the Single Audit Act?		Yes	
Are there any outstanding audit findings which remain unresolved?		No	
Are you a Legal Services provider?		No	

Select type of Funding Requested and Type of Activity, then click to Update Application	
We are applying for funding from: ☒ City of Seaside	
Type of Funding Requested: CDBG	
Type of Activity:	☒ Public Service ☐ Other
Type of Program:	
Our proposal is for a Meals on Wheels project.	
Amount Requested	
City of Seaside CDBG	\$36,029
Is your organization submitting an application for multiple projects?	

PART 2 - PROJECT ELIGIBILITY

1. Our proposal is for a Meals on Wheels project.

2. Select the type of assistance you provide. 05A - Senior Services

3. Mark the box below that indicates the national objective met:

- Activities Benefiting Low and Moderate-Income Persons. 570.208(a)
- LMC-Limited Clientele. 570.208(a)(2)
- Low/Mod Clientele. 570.208(a)(2)(i)
- Presumed Benefit. 570.208(a)(2)(i)(A)
- Elderly Persons (62 years of age or older)

4. Describe the population/target group your project will serve and how low and moderate-income persons will benefit.

MOVMP will serve frail, elderly and disabled homebound and ambulatory clients in temporary shelter who reside in the City of Seaside and have been directly impacted by the effects of COVID-19. Of all the clients served in the City of Seaside, 100% will be low-income or living below the federal poverty level of \$12,880.

5. How will people or conditions in the community change as a result of what you do?

Delivered meals to COVID impacted residents of Seaside will address food insecurity among seniors, those living in temporary shelters, and other low-income residents of the City. The program will benefit clients who cannot shop or cook for themselves, have no full-time caregiver in the home to prepare meals, and have been isolated due to COVID-19.

Clients do not have the requisite income to meet their basic needs, much less cook and/or purchase meals that meet federal standards for nutrition. Not only will clients receive daily meals, but those meals will also meet the rigorous federal nutritional benchmarks for nutrition. The program also will enable clients to remain in their own homes when possible and will enhance the quality of life for a diverse community of Seaside residents. It is a cost effective, fiscally-sound program that addresses the needs of Seaside residents impacted by the pandemic.

Check if the proposed activity will:

- ☒ Help prevent homelessness?
- ☐ Help those with HIV or AIDS?
- ☒ Help the homeless?
- ☒ Help the disabled?

6. Outcome Performance Measurement

1. Please choose the most appropriate performance measurement objective

Create Suitable Living Environments

2. Please choose the most appropriate performance measurement outcome.

Availability/Accessibility

PART 3 - SCOPE OF WORK

1. Short description of proposed project for which funding is requested.

To help support City of Seaside residents impacted by COVID-19, MOWMP respectfully seeks a CDBG-CV grant at the \$36,029 level. MOWMP anticipates that it will provide 2.5 meals per day to approximately 70 eligible Seaside residents. To qualify for the program, a client must be COVID-19 positive, self-quarantining, or impacted in ancillary ways by the pandemic. Seaside CDBG-CV funds will be used to cover the costs of food only. We estimate food costs to be approximately \$6.00 per meal. We estimate that we will make 2,402 deliveries of 2.5 meals per delivery.

2. For each type of activity you provide, show the number served and the type of activity.

Number Served	Type of Activity
70	Meals Distributed

3. Please list proposed activities for funding in one sentence for each activity.

	Description of Activity
Activity #1	Deliver meals to COVID impacted clients who are homebound in the City of Seaside.
Activity #2	Partner with Gathering for Women to provide meals to COVID impacted clients who are in temporary shelter in the City of Seaside.

4. Provide any additional relevant description of proposed activity or project.

MOWMP has a long history of providing meals to those who need them most. MOWMP is also one of only 10% of home delivered meals programs nationwide that still serves a freshly prepared hot meal daily.

5. Provide a timetable for accomplishing objectives. Upload Project Timetable or complete the table below.

Description of Activity/Milestone	Est. Completion Date
All activities will be complete.	6-30-2021

6. If this is a new project, describe how you will reach out to the proposed beneficiaries? Upload your outreach plan. If not available at time of application, the plan will be required to be submitted if your project is funded prior to disbursement of HUD funds.

MOWMP will partner with COVID testing clinics and hospitals to offer meal services to impacted residents of Seaside. The agency will also partner with Gathering for Women to offer meals at its location for COVID impacted homeless clients in Seaside.

7. How will you measure the effectiveness or impact of your project in meeting the needs of the persons assisted with these HUD funds?

MOWMP will evaluate the number of clients and meals served by the program in the City of Seaside and report its findings. The agency maintains detailed records on the number of clients and meals served, as well as information regarding the nutritional health and activities of its clients.

8. How will the proposed activity or project directly respond to the Corona Virus Pandemic?

- For example, Agency C may have provided emergency food assistance for x-persons in calendar 2019. Because of economic dislocation in 2020, demand for emergency food assistance increased to y-persons, a z-% change, in 2020.

The program will provide daily nutrition to food-insecure clients who reside in the City of Seaside and who have been impacted by the pandemic.

9. Explain how the proposed activity or project will meet the corona virus objectives of: prevention, preparation for, and/or response.

- For example, Agency B expanded their Senior food delivery program to deliver meals to seniors sheltering in place as a proactive measure to prevent exposure to the Coronavirus.

MOWMP will expand its well-established Home Delivered Meals program to deliver meals to seniors and others sheltering in place and impacted by the pandemic as a proactive measure to prevent exposure to COVID.

10. Eligible services are those that are new or a quantifiable increase in the level of service precipitated by COVID-19. If the proposed activity or project relates to an existing program or activity prior to the Corona Virus Pandemic, explain the increase in the level of service or the new activities that meet coronavirus objectives.

This program is an expansion of MOWMP's Home Delivered Meals program and will encompass homebound residents of Seaside who are in need of daily nutrition, as well as COVID impacted clients in temporary shelter through a partnership with Gathering for Women.

11. Explain how your organization will avoid duplication of benefits?

MOWMP will segment its Home Delivered Meals clients in the City of Seaside and exclude those who are participating as Title III clients funded by County, other CDBG, or other City of Seaside funds.

PART 4 FUNDING AVAILABILITY

The right to fund the proposed project is at the funders' discretion. Be advised that your project may be based on funding availability and be partially funded. Please explain how your organization would be able to adapt the proposed activity should your organization receive less than requested funding. Please also explain how the provision of CDBG funds will serve to increase the level of service above and beyond what would be possible without the use of CDBG funds.

MOWMP would serve less people with fewer meals if it was awarded a partial grant for this program. Same program, smaller scope.

PART 5 CONFORMANCE WITH CONSOLIDATED PLAN

1. Describe how the need for the activity or project was determined? Attach a needs assessment, market study, or other documentation demonstrating project need.

The Home Delivered Meals program saw a 63% increase in demand since the onset of the COVID-19 pandemic. Meals on Wheels of the Monterey Peninsula (MOWMP) has increased its food production capacity to help address the challenges faced by local seniors, one of the most impacted communities amid the COVID-19 pandemic.

Shelter-in-place orders designed to keep high-risk members of the community safe have led to a steady increase in the number of local seniors who rely on the agency's Home Delivered Meals program.

MOWMP is uniquely positioned to reach vulnerable individuals and has developed creative solutions to ramp-up food delivery. Through the addition of on-site storage, a new, large-capacity tilt skillet and walk-in freezer, more staff to prepare meals, and strong community partnerships with the Food Bank for Monterey County and Meals on Wheels of the Salinas Valley, the agency is now producing 15,000+ meals per month compared to 9,000 per month this time last year, a 63% increase in total demand.

2. Identify which of the following City of Seaside Consolidated Plan Priority Needs will be met. (Please refer to page 83 of the Consolidated Plan.)

- ☐ New Affordable Rental Housing Opportunities
- ☐ Assistance to Homeowners for Rehabilitation
- ☐ Energy Conservation Opportunities in Housing
- ☐ Homeless Services - Continuum of Care
- ☐ Homeless Prevention
- ☐ Emergency Shelters and Other Homeless Facilities
- ☒ Public Services
- ☐ Infrastructure Improvements
- ☐ Public Facilities
- ☐ Economic Development
- ☐ Prevent, Prepare For, and Respond to Coronavirus

3. Describe how you will meet the need identified above.

MOWMP will serve frail, elderly and disabled homebound clients and those in temporary shelter who reside in the City of Seaside and have been directly impacted by the effects of COVID-19. Of all the clients served in the City of Seaside, 100% will be low-income and/or at or below the federal poverty level of \$12,880.

4. Which one of the following City of Seaside Consolidated Plan Goals will you meet?

Prevent, Prepare For, and Respond to Coronavirus

5. Describe how you will meet the goal identified above.

MOWMP anticipates that it will provide 2.5 meals per day to approximately 70 eligible Seaside residents. To qualify for the program, a client must be COVID-19 positive, self-quarantining, or impacted in ancillary ways by the pandemic. Seaside CDBG-CV funds will be used to cover the costs of food only. We estimate food costs to be approximately \$6.00 per meal. We estimate that we will make 2,402 deliveries of 2.5 meals per delivery.

PART 6 RELATIONSHIP TO EXISTING PROGRAMS

1. Leveraging: Complete the table below, using one line for each funding source used in the program/project that you are applying for.

- Indicate the source of the funds.
- Indicate if the funds are restricted or may be used for any type of program/project cost.
- In column (A), enter the amount (all or part) that is on-hand at the time of application.
- In column (B), enter the amount (all or part) that has been committed (in writing) but not yet on-hand.
- In column (C), enter the amount (all or part) that has been pledged or awarded, but not yet formally awarded.
- Column (C) may also include planned amounts to be contributed from your agency's annual operating budget including fund-raising revenue.
- Your requested CDBG funds is copied from your entry in Part 1
- You must provide supporting documentation in the attachments section for all on-hand and committed funding.

Source	Restricted Use?	Total	Amount On-Hand (A)	Amount Committed (B)	Amount Pledged (C)	On-Hand Plus Committed	% On-Hand Plus Committed	
Community Donations	Yes	\$75,000	\$75,000	\$0	\$0	\$75,000	100%	Private Funds
TOTAL		\$111,029	\$75,000	\$0	\$36,029	\$75,000	68%	

Leveraging Ratio

32%

2. Describe how you will leverage the funds you are requesting. Specifically describe other funding sources, collaboration with other service providers, and in-kind services. Please note any restrictions on the use of other funds.

The CDBG-CV funds will go to cover food costs only. All ancillary costs of the program will be covered by MOWMP's general fund.

3. Describe your existing or proposed collaborative efforts for addressing Program/Project need. Please include names of all partnerships and define the roles and responsibilities of these partners. If you have no collaborative partners, explain how you propose to coordinate your services with other community agencies in order to leverage resources.

MOWMP will make a daily bulk delivery of meals to Gathering for Women at its Seaside location to provide freshly

prepared nutrition to COVID impacted clients and those in temporary shelter.

PART 7 ORGANIZATIONAL CAPACITY AND EXPERIENCE

1. Please outline your organization's purpose. Include how long the organization has been in operation, mission statement and current business plan, if applicable.

Meals on Wheels of the Monterey Peninsula is guided by the belief that a person's health reflects the nurturing of the whole person—body, mind and spirit. Our programs are dedicated to promoting the physical, social, and personal well-being and independence of seniors, homebound, frail elderly and disabled adults on the Monterey Peninsula. Programs and services enable people to enjoy good health and the highest quality of living as long as possible.

2. List the locations of all facilities, and days and hours of operation.

Sally Griffin Active Living Center, 700 Jewell Avenue, Pacific Grove, CA 93950

3. Describe internal administrative controls to be used, including financial record-keeping procedures and management controls. Upload copy of financial policies.

Meals on Wheels maintains standard books and all source documentation on file for a period of seven years. Documentation includes contracts, purchase orders, invoices, deposit records and other related information. MOVMP employs a full-time internal bookkeeper who manages day-to-day financial records, with oversight from the Executive Director. Outside accountants and auditors review annual financial statements during the annual financial audit. Board oversight is conducted by our treasurer and finance/investment committee. Cash flow is reviewed and approved monthly by the Board as a whole.

4. Describe how your agency will adhere to the procurement provisions under 24 CFR Part 85 or 84. Upload copy of your procurement policies. See http://portal.hud.gov/hudportal/HUD?src=/program_offices/cpo/grantee for more information.

See attached forms.

5. Describe the record-keeping system to be used to maintain program data.

Client assessment data is entered into the agency's data management system including contact information, family contact, and demographic information as it relates to age, gender, level of disability, ethnicity/race and income. Client income is categorized as at or below Federal Poverty Level or within HUD income ranges including extremely low, very low and low. The program manager and the bookkeeper are both trained on this data management system and enter intake. Clients are entered into the system when eligibility has been determined.

6. Describe your agency's process for verifying beneficiary eligibility and attach copy of all intake forms.

See attached intake forms.

7. Describe the mechanisms to be used to fulfill responsibilities regarding federal cross-cutting regulations that may apply (e.g. non-discrimination, equal employment opportunities, and other local, state and other federal requirements). If applicable, provide copy of existing administrative and/or program policies.

See attached non-discrimination policy.

8. Describe how your agency evaluates the effectiveness of the activity to be funded. Please include a copy of any recent evaluations, internal or external, of the agency's programs. Attach copies of all intake forms and data collection tools that will be used to verify achievement of program goals and objectives. Specify the staff person (name/title) who will be responsible for monitoring progress.

MOVMP focuses its evaluation on the number of clients and the number of meals served by the program. A client will be deemed eligible if that client is homebound, cannot shop or cook for him/herself and has no adult caregiver in the home and/or effected by the impacts of COVID. MOVMP will strive to serve all eligible clients. To ensure that no client will be denied services, any additional funds required to support low income client meals will be drawn from MOVMP's general fund.

9. Describe the capacity of your organization to carry out the proposed activity, including the ability to quantify and measure results. You should include previous federal grants management, fiscal staff resources, skills and experience.

Meals on Wheels of the Monterey Peninsula has begun its 49th year of service. Founded in 1972, the agency serves home delivered meals clients who reside on the Monterey Peninsula, from Marina to the Carmel Highlands, up the Carmel Valley, and all points in between. The Congregate Dining program serves seniors aged 60+ and their families/guests in Seaside, Monterey and Pacific Grove. The Sally Griffin Active Living Center serves seniors who reside on the Monterey Peninsula. Adults from across the Central Coast participate in the Center's programs and activities.

10. Please complete the table below, which should encompass your full projected Agency FY21-22 budget.

Program	Staff (Personnel)	Supplies	Equipment	Overhead	Capital Improvements	Total
City of Seaside Application	\$0	\$36,029	\$0	\$0	\$0	\$36,029
Personnel	1206812	\$0	\$0	\$0	\$0	\$1,206,812
Food and Supplies	\$0	\$481,000	\$0	\$0	\$0	\$481,000
Administrative	\$0	\$0	\$0	\$119,000	\$0	\$119,000
Occupancy	\$0	\$0	\$0	\$194,000	\$0	\$194,000
Insurance	\$0	\$0	\$0	\$25,312	\$0	\$25,312
Misc	\$0	\$0	\$0	\$17,000	\$0	\$17,000
Griffin Center	\$0	\$0	\$0	\$8,000	\$0	\$8,000
Professional Fees	\$0	\$0	\$0	\$117,000	\$0	\$117,000
TOTAL	\$1,206,812	\$517,029	\$0	\$480,312	\$0	\$2,204,153

Total Budget less capital improvements

\$2,204,153

Application program percent

2%

11. Please list previous grants/awards received from City of Seaside

Program Year	Project	Amount Funded City of Seaside
FY 2020-2021	Community Support	\$20,000
FY 2019-2020	CDBG	\$7,000
FY 2018-2019	CDBG	\$7,000
FY 2017-2018	CDBG	\$8,000
FY 2016-2017	CDBG	\$8,000

12. Describe your past experience with grants from the City of Seaside. If there were performance issues, please describe the steps you have taken to correct them

Excellent ongoing partnership ranging from CDBG to Community Support projects aimed at addressing homebound seniors who cannot shop or cook for themselves and do not have a caregiver in the home.

Part 8 - For CDBG Funds

1. Our proposal is for a [Meals on Wheels](#) project.

2. Select the type of assistance you provide: [05A - Senior Services](#)

3. This program provides assistance of the following type: [Presumed Benefit - Elderly persons \(62+\)](#)

4. Number of Unduplicated Beneficiaries previously served by the project.

City of Seaside		
Period	Actual	Monthly Average
July 1, 2019 - June 30, 2020	0	0
July 1, 2020 - December 31, 2020	0	0

5. Number of Unduplicated Beneficiaries projected to be served by the project.

Outcome Measure	1st Quarter		2nd Quarter		3rd Quarter		4th Quarter		Total
	# Served	%	# Served	%	# Served	%	# Served	%	
Deliver meals to COVID impacted clients who are homebound in the City of Seaside.	0	0%	0	0%	0	0%	50	100%	50
Partner with Gathering for Women to provide meals to COVID impacted clients who are in temporary shelter in the City of Seaside.	0	0%	0	0%	0	0%	20	100%	20
TOTAL	0	0%	0	0%	0	0%	70	100%	70

6. Number of Low/Mod Unduplicated Beneficiaries to be served by the project

City of Seaside			
Period	Total Number of Beneficiaries Estimated to be Served FY21/22	Total Number of Low/Mod Income Beneficiaries Estimated to be Served FY21/22	Overall Percent of Low/Mod Income Persons Served
July 1, 2021 - June 30, 2022	70	70	100%

7. Cost-per-Beneficiary for this project(CDBG Request/CDBG Beneficiaries)=\$

City of Seaside		
CDBG Request	CDBG Beneficiaries	Total Cost-per-Beneficiary
\$36,029	70	\$514.70

8. Indicate the funding set-aside the activity belongs to: [Senior Services](#)

9. Please justify the cost per person served. If you believe there are compelling reasons or extenuating circumstances for a relatively high cost please explain.
Grant request is for food costs only.

10. As required by the Federal Office of Management and Budget (OMB) and HUD, describe how the overall project budget is cost effective and reasonable for the anticipated result.
Food costs are contained through the preparation of donated food delivered by dedicated volunteers.

Worksheet # 1 - Positions to be Funded

Please list each position for the activity for which funding is requested.
Complete all columns with entry boxes.

Job Title	% of FTE	Requested CDBG Personnel Funding, City of Seaside
Grand Total		\$0

Worksheet # 2 - Operational Budget

Budget Category	Actual Budget for July 1, 2020 to June 30, 2021	Projected Budget for July 1, 2021 to June 30, 2022	% Increase or Decrease	CDBG Funds Request, City of Seaside
Other Staff	\$724,087	\$724,087	0%	
Supplies and Materials				
Consumable Supplies	\$288,600	\$288,600	0%	\$36,029
Non-Consumable Supplies	\$0	\$0		\$0
Outside Services				
Telephone	\$0	\$0		\$0
Utilities	\$0	\$0		\$0
Maintenance	\$0	\$0		\$0
Contract/Consultant Services	\$0	\$0		\$0

Other Charges				
Rent		\$0	\$0	\$0
Travel (Mileage)		\$0	\$0	\$0
Insurance		\$0	\$0	\$0
Capital Outlay				
Equipment/Furniture		\$0	\$0	\$0
Other - # of lines needed:				
Total		\$1,012,687	\$1,012,687	\$36,029
Total Funding Requested from Part 1				\$36,029

Attachment	Link or Explanation for Missing Attachments
1 ☒ HUD Agency Certification - Download this document , complete it, and upload to this item.	agencycert.pdf
2 ☒ Federal and State Tax Exemption Determination Letters/Non-Profit Certification (e.g., IRS 501C (3) Letter)	MOWMP_501c3.pdf
3 ☒ Articles of Incorporation/Bylaws	MOWMP_Articles_of_Incorporation.pdf
4 ☒ Certificate of Good Standing with the State (http://kepler.sos.ca.gov/)	MOWMP_Entity_Status_2020.pdf
5 ☒ Organizational Chart	Appendix_F_MOWMP_Org_Chart_2021.pdf
6 ☒ List of Current Board Members (with titles, contact data (i.e., telephone, email, address) and current terms)	Appendix_G_MOWMP_BOD_Roster.pdf
7 ☐ Resumes of Program Administrator and Fiscal Officer	NA
8 ☒ Evidence of Insurance/Fidelity Bonding/Worker's Compensation	1992609_GL_Policy_2020-01025.PDF
9 ☒ Audited Annual Financial Statements covering 2 Years	Appendix_C_MOWMP_Audited_FS_2020.pdf
10 ☒ Signed Authorization to Request Funds (usually Executive Director or Board of Directors)	Seaside_Auth_to_Request_CDBG.pdf
11 ☒ Designation of Authorized Officials (usually Executive Director or Board of Directors)	Designation_of_Authorized_Officials_2021-22.pdf
12 ☒ Conflict of Interest Policy	MOWMP_Conflict_of_Interest_Policy.pdf
13 ☒ Project Team Experience and Qualifications	Fiscal_Officer_Program_Admin_Bios.pdf
14 ☐ Project/Activity Timeline	FY 2020-21 Q4
15 ☒ Financial Policies	MOWMP_Internal_Financial_Controls.pdf
16 ☒ Procurement Policies	MOWMP_Procurement_Policy.pdf
17 ☒ Eligibility Intake Forms or Data Collection Tools (which should include Race and Ethnicity data fields as required by The Federal Office of Management and Budget (OMB))	MOWMP_New_Client_Intake_Form.pdf
18 ☐ Project/Activity Support Letters	NA
19 ☒ Program Evaluations	1st_Client_Evaluation_2019-2020.pdf
20 ☒ Outreach Materials	Appendix_K_MOWMP_Gazette_March_2021.pdf
21 ☐ Evidence of Project Support/Community Outreach (written endorsements, when available)	NA
22 ☐ Limited English Proficiency (LEP) plan and/or equal access (Section 504) plan. See HUD FAQs on LEP and HUD information on Section 504 for sub-grantees	NA
23 ☒ Employee Handbook	20150630_Employee_Handbook.pdf
24 ☒ Record Retention Policies	MOWMP_Internal_Financial_Controls.pdf
25 ☒ Federal Tax Form 990	MOWMP_Federal_990.pdf
26 ☒ State Tax Form 199	MOWMP_W9_2020.pdf
27 ☐ Rental/Lease Agreement (if applicable)	NA
28 ☐ Cost Allocation Plan	NA
29 ☒ Other Agency Budget	MOWMP_FY21_Agency_Budget.pdf
30 ☒ Other Program Budget	MOWMP_FY21_HDM_Program_Budget.pdf
31 ☐ Other	

Program Manager Signature
Date Signed

Jacob Shafer
03/29/2021

Initially submitted: Mar 29, 2021 - 16:41:41

CDBG-CV3 Application

Food Bank for Monterey County

City of Seaside Application for Program Year 2021-2022

Part 1 - General Information			
Legal Name of Organization		Food Bank for Monterey County	
Submitting Proposal:		Food Bank for Monterey County	
Program/Project Name:		Emergency Covid 19 Food Assistance	
Person Completing Application:		Melissa Kendrick	Title: Executive Director
Direct Telephone:		831-758-1523	
Email Address:		mkendrick@food4hungry.org	
Authorized Official: (e.g. Exec. Dir.):		Melissa Kendrick	Title: Executive Director
Direct Telephone:		831-758-1523	
Email Address:		mkendrick@food4hungry.org	
Program/Project Contact:		Lillian Martinez	Title: Programs Manager
Direct Telephone:		(831) 758-1523	
Email Address:		lmartinez@food4hungry.org	
Authorized Contact:		Lillian Martinez	Title: Finance Director
Direct Telephone:		(831) 758-1523	
Email Address:		lmartinez@food4hungry.org	
Finance Contact:		Cathie Montero	Title: Finance Director
Direct Telephone:		831-758-1523	
Email Address:		cmontero@food4hungry.org	
Organization Mailing Address:		Food Bank for Monterey County	City: Salinas Zip: 93907
Organization's Website Address:		http://www.foodbankformontereycounty.org	
Organization Telephone:		831-758-1523	
Organization Fax:		831-7585925	
Tax ID Number:		77-0270228 9 digits, format xx-xxxxxxx	
Organization DUNS Number:		78-641-9960 9 digits, format xx-xxx-xxxx	
Seaside Customer/Vender Number:			
Type of Organization (check all that apply):		☒ Non-Profit ☐ CHDO ☐ CBDO ☐ Faith-Based	
What is your agency's fiscal year?		2021	
Date of your organization's most recently completed audit. (Month/Year)		06/2020	
Was this audit conducted in compliance with the Single Audit Act?			
Are there any outstanding audit findings which remain unresolved?		No	
Are you a Legal Services provider?		No	

Select type of Funding Requested and Type of Activity, then click to Update Application	
We are applying for funding from: ☒ City of Seaside	
Type of Funding Requested:	CDBG
Type of Activity:	☒ Public Service ☐ Other
Type of Program:	
Our proposal is for a Food Distribution project.	
Amount Requested	
City of Seaside CDBG	\$36,029
Is your organization submitting an application for multiple projects?	

PART 2 - PROJECT ELIGIBILITY

1. Our proposal is for a Food Distribution project.

2. Select the type of assistance you provide. 05W - Food Banks

3. Mark the box below that indicates the national objective met:

- ☐ Activities Benefiting Low and Moderate-Income Persons. 570.208(a)
☐ LMC-Limited Clientele. 570.208(a)(2)
☐ Low/Mod Clientele. 570.208(a)(2)(i)
☐ Presumed Benefit. 570.208(a)(2)(i)(A)

4. Describe the population/target group your project will serve and how low and moderate-income persons will benefit.

We provide fresh produce and nutritious staples to LMI seniors, children, veterans, homeless persons, families, hospitality and displaced workers. In addition to quadrupling services in response to the pandemic, we instituted Covid-19 safety protocols and converted sites to drive-thru to protect public health. To support our most vulnerable residents, we set up senior-only sites and delivered weekly groceries to low-income senior complexes and to homebound residents sheltering in place. Since schools closed and children's activities were cancelled, we have been providing healthful groceries to kids at a weekly site and will continue until schools reopen.

5. How will people or conditions in the community change as a result of what you do?

Our programs are often residents' sole source of fresh produce and other nutritious staples they need to manage chronic conditions, maintain health, and achieve normal growth and development. We maintain multiple easily accessible sources of food in locations and at times convenient to Seaside residents, including evening distributions for hospitality workers. Our weekly school sites provide a week's worth of nutritious meals and snacks to children who had relied on school meals as their only stable nutrition. We cannot fight Covid without fighting hunger.

Check if the proposed activity will:

- ☐ Help prevent homelessness?
- ☐ Help those with HIV or AIDS?
- ☐ Help the homeless?
- ☐ Help the disabled?

6. Outcome Performance Measurement

1. Please choose the most appropriate performance measurement objective

Create Suitable Living Environments

2. Please choose the most appropriate performance measurement outcome.

Availability/Accessibility

PART 3 - SCOPE OF WORK

1. Short description of proposed project for which funding is requested.

We provide food to residents via weekly Covid-19 drive thru sites, a senior-only site, and a weekly school site for children. We also deliver weekly groceries to low-income senior complexes, homebound persons, and to residents who tested positive for Covid or who must quarantine.

2. For each type of activity you provide, show the number served and the type of activity.

Number Served	Type of Activity
4000	Receiving pounds of food

3. Please list proposed activities for funding in one sentence for each activity.

	Description of Activity
Activity #1	Providing fresh produce and basic nutritious staples to City of Seaside residents in need during this Covid-19 pandemic.

4. Provide any additional relevant description of proposed activity or project.

Our weekly Covid-19 drive-thru sites each serve 600-800 families. Since COVID, we have quadrupled Seaside services in order to meet the high need, which has not abated as COVID rates rise and our county remains shut down. Our programs are often clients' sole food source, especially for those who do not qualify for unemployment or other safety net services. Our senior-only site and grocery deliveries reduce both risk of hunger and Covid exposure for seniors, who were already disproportionately impacted by hunger and have the highest susceptibility to Covid.

5. Provide a timetable for accomplishing objectives. Upload Project Timetable or complete the table below.

Description of Activity/Milestone	Est. Completion Date
to provide food to as many LMI residents in need as possible	ongoing

6. If this is a new project, describe how you will reach out to the proposed beneficiaries? Upload your outreach plan. If not available at time of application, the plan will be required to be submitted if your project is funded prior to disbursement of HUD funds.

N/A. This project has been, and will remain ongoing. We will maintain service levels and add new Covid-19 sites in response to client need.

7. How will you measure the effectiveness or impact of your project in meeting the needs of the persons assisted with these HUD funds?

Progress will be measured in numbers of individuals and families served and pounds of nutritious food and fresh produce distributed as well as the number of Covid-19 distribution sites. The impact is measured in the numbers we continue to serve and the quantities and varieties of nutritious food provided at all our sites.

8. How will the proposed activity or project directly respond to the Corona Virus Pandemic?

- For example, Agency C may have provided emergency food assistance for x-persons in calendar 2019. Because of economic dislocation in 2020, demand for emergency food assistance increased to y-persons, a z-% change, in 2020.

Our increase of emergency food assistance services provided to City of Seaside residents was in direct response to the pandemic. From 2019 to 2020, we quadrupled our services due to the Covid-related closures of schools and nonprofits and the layoffs.

9. Explain how the proposed activity or project will meet the corona virus objectives of: prevention, preparation for, and/or response.

- For example, Agency B expanded their Senior food delivery program to deliver meals to seniors sheltering in place as a proactive measure to prevent exposure to the Coronavirus.

The Food Bank instituted social distancing, masking, and other Covid-19 safety protocols at our warehouse and at all of our distribution sites to protect public health. All sites were converted to drive-thru. In addition to maintaining a senior-only site, we also delivered weekly groceries to seniors and homebound residents sheltering in place, as well as to the homes of residents who tested positive for Covid or who must quarantine.

10. Eligible services are those that are new or a quantifiable increase in the level of service precipitated by COVID-19. If the proposed activity or project relates to an existing program or activity prior to the Corona Virus Pandemic, explain the increase in the level of service or the new activities that meet coronavirus objectives.

Since the shelter in place order, we have quadrupled services in response to the pandemic and have maintained those critically high service levels throughout the past year.

11. Explain how your organization will avoid duplication of benefits?

For over 25 years, the Food Bank has been the only provider of emergency supplemental food in Monterey County. Our services are unduplicated and indispensable and during this pandemic we were literally the only nonprofit that not only kept its doors open, but increased services. Before Covid, we were primary food resource to over 160 local nonprofits, in addition to maintaining our countywide direct distribution sites and programs such as our free farmers markets, farmworker mobile produce pantries, senior produce deliveries, child weekend nutrition, and others. When Covid struck, schools and nonprofits closed, cutting children and residents off from the meals and pantries they relied on as their only stable nutrition. We not only quadrupled services overall but also had to offset the losses of over 200 critical sources of food-schools, congregate meal programs, emergency pantries, Summer Food Program, Senior Centers, afterschool programs, and other resources. This not only demonstrates the humanitarian-crisis level need but also the extent to which other human service agencies and resources depend on the Food Bank in order to help their hungry clients. A year later, 75% of nonprofits remain closed; the

few open offer only limited services. Many will never reopen. Our school distributions, launched on the first day of shelter in place, operate weekly at multiple sites within each of our 25 districts and provide children with a week's worth of nutritious meals and snacks. As closures and cancellations cut children off from all the food sources they'd previously relied on, the Food Bank has been providing for all of their nutritional needs. As sole provider of the most basic need of all, we have long been on the frontlines of our community's response to homelessness, poverty, Type 2 diabetes, and emergencies such as wildfires and pandemics. Our county's Office of Emergency Services, along with every local municipality have been relying on us for their food needs. As the only nonprofit with the requisite space, capacity and infrastructure, we have not only been storing food but also diapers, PPE, and other critical items for Department of Public Health and First Five, who are leveraging our distribution apparatus to reach struggling residents.

PART 4 FUNDING AVAILABILITY

The right to fund the proposed project is at the funders' discretion. Be advised that your project may be based on funding availability and be partially funded. Please explain how your organization would be able to adapt the proposed activity should your organization receive less than requested funding. Please also explain how the provision of CDBG funds will serve to increase the level of service above and beyond what would be possible without the use of CDBG funds.

Should we not receive the necessary funding, we would have to cut back on or limit Covid-19 services. CDBG funds will help us maintain service levels in the face of humanitarian-crisis levels of need.

PART 5 CONFORMANCE WITH CONSOLIDATED PLAN

1. Describe how the need for the activity or project was determined? Attach a needs assessment, market study, or other documentation demonstrating project need.

We have been collaborating successfully with the City since the declaration of Shelter In Place back in March 2020 and will continue to provide emergency Covid-19 relief distributions in accordance with the guidance of the Health Department.

2. Identify which of the following City of Seaside Consolidated Plan Priority Needs will be met. (Please refer to page 83 of the [Consolidated Plan](#).)

- ☐ New Affordable Rental Housing Opportunities
- ☐ Assistance to Homeowners for Rehabilitation
- ☐ Energy Conservation Opportunities in Housing
- ☐ Homeless Services - Continuum of Care
- ☐ Homeless Prevention
- ☐ Emergency Shelters and Other Homeless Facilities
- ☒ Public Services
- ☐ Infrastructure Improvements
- ☐ Public Facilities
- ☐ Economic Development
- ☐ Prevent, Prepare For, and Respond to Coronavirus

3. Describe how you will meet the need identified above.

Food is the most basic need of all and the most straightforward to address. In City of Seaside alone, we are hold weekly Covid-19 drive-thru distribution sites, a senior-only site, an evening distribution for hospitality workers, and a weekly school site that provides children and their families with a week's worth of nutritious meals and snacks. Our Covid-19 distributions provide fresh produce, eggs, dairy, lean proteins and basic nutritious staples that struggling residents need to manage chronic conditions and maintain health but cannot afford. Struggling Seaside residents cannot avoid Covid if they cannot avoid hunger and its inevitable health consequences.

4. Which one of the following City of Seaside Consolidated Plan Goals will you meet?

5. Describe how you will meet the goal identified above.

Across the nation and in the City of Seaside, the #1 need during this pandemic has been food-the most critical need of all. To prevent the spread of Covid, we have instituted social distancing, masking, and other Covid protocols in accordance with the guidelines of the Health Department. Sites are drive-thru. In addition to holding a senior-only Covid-19 distribution, we also deliver groceries to seniors and other residents who are at highest risk for Covid and must remain home. We have significantly increased services to Seaside residents due to the economic devastation of Covid and closures of schools and nonprofits that have left them without jobs and without resources they used to rely on. In our unique role as Monterey County's sole food provider, our Covid response also emphasizes quality healthful foods to reduce clients' risk of severe illnesses and complications that increase their susceptibility to Covid.

PART 6 RELATIONSHIP TO EXISTING PROGRAMS

1. **Leveraging:** Complete the table below, using one line for each funding source used in the program/project that you are applying for.

- Indicate the source of the funds.
- Indicate if the funds are restricted or may be used for any type of program/project cost.
- In column (A), enter the amount (all or part) that is on-hand at the time of application.
- In column (B), enter the amount (all or part) that has been committed (in writing) but not yet on-hand.
- In column (C), enter the amount (all or part) that has been pledged or awarded, but not yet formally awarded.
- Column (C) may also include planned amounts to be contributed from your agency's annual operating budget including fund-raising revenue.
- Your requested CDBG funds is copied from your entry in Part 1
- You must provide supporting documentation in the attachments section for all on-hand and committed funding.

Source	Restricted Use?	Total	Amount On-Hand (A)	Amount Committed (B)	Amount Pledged (C)	On-Hand Plus Committed	% On-Hand Plus Committed
TOTAL		\$36,029	\$0	\$0	\$36,029	\$0	0%

Leveraging Ratio**100%**

2. Describe how you will leverage the funds you are requesting. Specifically describe other funding sources, collaboration with other service providers, and in-kind services. Please note any restrictions on the use of other funds.

We have a diverse donor base comprised of local foundations, civic groups, social clubs, faith organizations, business, corporations, and individual donors. Our reach extends outside of Monterey County as well, with various donors located throughout the state of California and the U.S. In-kind donations include use of space, vehicle loans, and services such as field discing and other necessary repair and maintenance tasks. Pre-COVID, 500 volunteers each month assisted us and we are bringing limited numbers back. As Covid rates go down and restrictions ease, we will bring back more. Through joint food reclamation partnerships with local ag, we divert surplus produce to residents in need, saving millions of pounds annually from going to waste.

3. Describe your existing or proposed collaborative efforts for addressing Program/Project need. Please include names of all partnerships and define the roles and responsibilities of these partners. If you have no collaborative partners, explain how you propose to coordinate your services with other community agencies in order to leverage resources.

We are a longtime first responder to community crises-homelessness, poverty, Type 2 diabetes, natural disasters, pandemics-and collaborate with schools, shelters, veterans advocates, homeless service providers, senior groups, afterschool programs, children's services, and others to leverage shared resources and existing infrastructure to serve our shared client demographic. Through our partnerships with our nonprofit partners still open, we broaden the range of emergency food sources available to residents in need by serving as their primary food resource. To reach students during this pandemic, we coordinated with Superintendents of Monterey County school districts to set up weekly food distributions to replace the school meals they could no longer access due to closures. We will continue these sites until schools reopen.

PART 7 ORGANIZATIONAL CAPACITY AND EXPERIENCE

1. Please outline your organization's purpose. Include how long the organization has been in operation, mission statement and current business plan, if applicable.

Since 1990, we have been Monterey County's largest provider and most comprehensive source of emergency supplemental food. Before COVID, Monterey ranked highest among all 58 state counties in food insecurity, child poverty, and incidence of Type 2 diabetes and we had more homeless students than San Francisco and San Jose combined. We served over 1 in 5 residents and 1 in 4 children, maintaining 240 countywide direct distribution sites and stocking emergency pantries and meal programs of over 160 local nonprofits. When COVID struck, we quadrupled services in order to meet humanitarian-crisis levels of need, converting sites to drive thru and adding senior-only and student distributions. We are now serving 1 in 4 residents and 1 in 3 children in Monterey County. We provide emergency Covid-19 food assistance at countywide weekly sites and hold multiple daily distributions that each serve 600-800 families. This year, we have provided over 26 million pounds of food. Our mission is "to lead community efforts in the awareness and elimination of hunger in Monterey County" by providing quality foods that assuage hunger and address nutritional deficiencies and constructive nutrition education. Through increasing access to and thereby consumption of, fresh produce and other healthful items our clients cannot afford, we decrease their susceptibility to Covid and to chronic illnesses such as Type 2 diabetes that are caused by insufficient nutrition. Items for programs that specifically serve children, seniors, homeless persons, veterans, farmworkers, and pediatric and breast cancer patients are specifically selected to address their unique nutritional requirements for growth and development, treatment, recovery, and managing health concerns. In addition to Emergency Food Assistance Program (EFAP), our main direct distribution program, and our Nonprofit Food Network, our programs include Free Farmers Markets, Farmworker Mobile Produce Pantry, Senior Weekly Produce, Youth Produce, Pediatric and Breast Cancer Patient Food Assistance Program, child weekend nutrition, and a pediatric diabetes program. We are currently preparing to launch a food truck that delivers healthy hot meals to farmworker families, and Five Acre Farm, which will provide healthful food and hands-on nutrition education to our county's poorest children.

2. List the locations of all facilities, and days and hours of operation.

The Food Bank for Monterey County is located at 353 West Rossi Street in Salinas and we are open 7:30-4:30, Monday through Friday. We operate our various food distributions and free farmers markets throughout Monterey County at sites that include schools, libraries, community centers, low-income housing complexes, farmworker housing, farm fields, and senior centers. The local nonprofits who source food from us are located throughout the County, many in food desert areas with large populations of underserved residents who rely on them as their sole resource. Since Covid, we have been maintaining weekly drive-thru sites in every city in order to mitigate crowds and protect public health and delivering groceries to seniors and others at high risk, as well as to residents who tested positive for Covid or who must quarantine. Due to school closures and cancellation of Summer Food Program, we have been holding weekly distributions at multiple school sites in every district. We also added evening distributions to accommodate hospitality and ag workers. In Seaside, we hold the following Covid-19 direct distributions: Our Covid 19 school site operates every Monday from 2 PM to 3 PM at Seaside High at 2200 Noche Buena. Every Tuesday, we distribute from 9:30 AM-10:30 AM at St. Francis Xavier Church on 1475 La Salle Avenue. Every Tuesday from 4PM -6 PM, we distribute food at Bethel Baptist Church on 390 Elm Avenue. Our senior-only distribution takes place every Tuesday from 11-4 at Premier Hyundai at 4 Heitzinger Plaza.

3. Describe internal administrative controls to be used, including financial record-keeping procedures and management controls. Upload copy of financial policies.

The separation of duties as it relates to our internal accounting practices regarding expense and revenue processing includes the following: Our accounts receivable clerk processes accounts receivable and record-keeping associated with accounts receivable, as well as inventory control. Our business manager is responsible for expenses and all other accounting duties, as well as oversight of all internal accounting practices. All internal accounting functions are supported by source documentation including contracts, purchase orders, invoices and deposit records maintained on a daily, monthly, and fiscal year ending, as well as comparative studies to show changes year by year.

4. Describe how your agency will adhere to the procurement provisions under 24 CFR Part 85 or 84. Upload copy of your procurement policies. See http://portal.hud.gov/hudportal/HUD?src=/program_offices/cpo/grantee for more information.

Please see Procurement Policies.

5. Describe the record-keeping system to be used to maintain program data.

Food Bank staff will complete food distribution logs to tally and total the amount of food distributed and the number of households served. Staff and volunteers complete activity logs to record the number of hours spent in delivering EFAP. We also log the number of volunteers and hours served.

6. Describe your agency's process for verifying beneficiary eligibility and attach copy of all intake forms.

Eligibility is determined by the Federal Poverty Guidelines. Our clients self-certify and are required to sign a paper attesting to their eligibility for emergency Covid 19 food assistance.

7. Describe the mechanisms to be used to fulfill responsibilities regarding federal cross-cutting regulations that may apply (e.g. non-discrimination, equal employment opportunities, and other local, state and other federal requirements). If applicable, provide copy of existing administrative and/or program policies.
Please see attached Conflict of Interest Policy.

8. Describe how your agency evaluates the effectiveness of the activity to be funded. Please include a copy of any recent evaluations, internal or external, of the agency's programs. Attach copies of all intake forms and data collection tools that will be used to verify achievement of program goals and objectives. Specify the staff person (name/title) who will be responsible for monitoring progress.

The goals of the activity are: 1) to continue to provide for the many low/moderate-income people in need of food assistance during this Covid-19 pandemic crisis; 2) to maintain the current service level of Covid-19 food distribution with reduced resources; 3) to accommodate and strive for greater levels of fresh food distribution. To help prevent further Covid spread, food distributions are in accordance with Covid protocols as specified by the Health Department. Progress and outcomes will be measured by Food Bank staff and volunteers. Food distribution logs will be completed by staff to tally and total the amount of food distributed, the amount of produce distributed, and the number of households served. We also track families served, household size, children served, seniors served, and emergency food bags distributed. The impact of the project will also be verified by the amount of food that the program continues to provide, the number of distribution sites, and the number of households served. In addition, we conduct surveys to assess the program's impact and provide clients the opportunity to give feedback. Activity logs will be completed by staff and volunteers to track the number of hours spent in delivering EFAP as well as the number of volunteers and hours served. The Food Bank measures progress by its ability to sustain its current service level, its efforts to source and provide ever-greater levels of fresh food, and its continuing to be a reliable source of emergency food to residents in need. Our Programs Manager, Lillian Martinez, is responsible for monitoring progress.

9. Describe the capacity of your organization to carry out the proposed activity, including the ability to quantify and measure results. You should include previous federal grants management, fiscal staff resources, skills and experience.

The Food Bank serves Monterey County exclusively, as far north as Pajaro and as far south as San Ardo and from Watsonville to Big Sur as well as all points in between. The expansive geography of our 3700 square mile county provides unique logistic challenges but the alarmingly high need inspires us to continue to devise creative solutions to get healthful food to all residents in need of it. We continue to further our reach into the more remote areas as well as maintain and enhance our current service levels in other parts of the county. Much of the areas we serve are officially classified as food deserts and those residents face considerable barriers to food access-lack of amenities, transportation challenges, limited availability and prohibitively high costs of healthful items available to them. These areas, which are largely low-income and Hispanic, have been disproportionately affected by not only COVID and the pandemic-related layoffs, but also the closures of nonprofits, many of which will not reopen. In addition to responding to community health threats such as hunger, chronic illness, poverty, homelessness, and now pandemics, we also provide food to first responders, volunteers, evacuees, and newly-displaced residents during wildfires and other natural disasters and power outages.

We have been serving the county for over 25 years, creating, modifying, and expanding our programs in order to best respond to the changing needs of our LMI client demographic and to keep up with record high levels of need that have since soared to humanitarian-crisis levels since the pandemic. Hospitality-one of our main industries-was hardest hit by the pandemic and will be the slowest to recover so we anticipate need will remain high. Our service is unduplicated and indispensable in our county, especially as need has risen rapidly while resources have diminished. During the COVID crisis, we have implemented safety measures such as drive-thru distributions, senior-only sites, and home grocery delivery to protect our clients and limit spread, especially in poor areas which have been hit hardest. Though this has presented significant logistical challenges and strained our resources, we are committed to upholding the highest standards of safety. Whenever possible, we leverage existing infrastructure and collaborate with local ag and other community partners in order to maximize shared resources as to derive the greatest benefit for struggling residents. 95 cents of every dollar donated goes directly to our food programs and one dollar can provide five dollars worth of food.

10. Please complete the table below, which should encompass your full projected Agency FY21-22 budget.

Program	Staff (Personnel)	Supplies	Equipment	Overhead	Capital Improvements	Total
City of Seaside Application		\$36,029				\$36,029
TOTAL	\$0	\$36,029	\$0	\$0	\$0	\$36,029

Total Budget less capital improvements \$36,029
Application program percent 100%

11. Please list previous grants/awards received from City of Seaside

Program Year	Project	Amount Funded City of Seaside
FY 2020-2021	Emergency Covid-19 Food Assistance	\$197,269
FY 2019-2020	Emergency Food Assistance Program	\$0
FY 2018-2019	Emergency Food Assistance Program	\$0
FY 2017-2018	Emergency Food Assistance Program	\$0
FY 2016-2017	Emergency Food Assistance Program	\$2,584

12. Describe your past experience with grants from the City of Seaside. If there were performance issues, please describe the steps you have taken to correct them

We have worked with City of Seaside since our inception in order to address community food need and utilized City grant funds to provide this critically needed service. There have been no issues.

Part 8 - For CDBG Funds

1. Our proposal is for a Food Distribution project.

2. Select the type of assistance you provide: 05W - Food Banks

3. This program provides assistance of the following type:

4. Number of Unduplicated Beneficiaries previously served by the project.

City of Seaside		
Period	Actual	Monthly Average
July 1, 2019 - June 30, 2020	4,000	333
July 1, 2020 - December 31, 2020	4,000	667

5. Number of Unduplicated Beneficiaries projected to be served by the project.

Outcome Measure	1st Quarter		2nd Quarter		3rd Quarter		4th Quarter		Total
	# Served	%	# Served	%	# Served	%	# Served	%	
Providing fresh produce and basic nutritious staples to City of Seaside residents in need during this Covid-19 pandemic.	1,000	25%	1,000	25%	1,000	25%	1,000	25%	4,000
TOTAL	1,000	25%	1,000	25%	1,000	25%	1,000	25%	4,000

6. Number of Low/Mod Unduplicated Beneficiaries to be served by the project

City of Seaside			
Period	Total Number of Beneficiaries Estimated to be Served FY21/22	Total Number of Low/Mod Income Beneficiaries Estimated to be Served FY21/22	Overall Percent of Low/Mod Income Persons Served
July 1, 2021 - June 30, 2022	4,000		0%

7. Cost-per-Beneficiary for this project(CDBG Request/CDBG Beneficiaries)=\$

City of Seaside		
CDBG Request	CDBG Beneficiaries	Total Cost-per-Beneficiary
\$36,029	4,000	\$9.01

8. Indicate the funding set-aside the activity belongs to: None of the above

9. Please justify the cost per person served. If you believe there are compelling reasons or extenuating circumstances for a relatively high cost please explain.

The 9.01 per person cost only accounts for a fraction of the true cost of the program. We operate this program year-round, addressing epidemic hunger even before Covid. This year we quadrupled services in response to the Covid crisis. As record unemployment persists, and schools, nonprofits, and other resources struggling residents relied upon remain closed, our sites are a literal lifeline for City of Seaside residents. Through extensive surplus produce diversion efforts with local ag that yield millions of pounds of donated produce, as well as bulk buys, we keep our costs low while still providing the highest quality nourishing items available.

10. As required by the Federal Office of Management and Budget (OMB) and HUD, describe how the overall project budget is cost effective and reasonable for the anticipated result.

Our overall project budget is minimal considering the humanitarian-crisis levels of hunger we are addressing. Our distributions are a highly efficient and cost-effective means of providing food-the most basic need of all-to as many residents in need as possible. In addition to leveraging City of Seaside funds with grants, donations, and other sources, we maintain ongoing reclamation partnerships with local ag. Each year, we divert millions of pounds of surplus produce to residents in need. The health benefits of these foods, which City of Seaside residents could not otherwise consume due to cost, lessens their risk of Covid and chronic illnesses such as Type 2 diabetes that require costly treatments, lengthy hospitalizations, and limit their ability to work, learn, and participate in community life. Through leveraging the bounty of our county and maintaining multiple sources of funding to support our programs, we maximize every dollar in order to derive the greatest benefit for those we serve. As responsible stewards, we are committed to the highest standards of transparency, accountability, and fiscal responsibility.

Worksheet # 1 - Positions to be Funded

Please list each position for the activity for which funding is requested. Complete all columns with entry boxes.

Job Title	% of FTE	Requested CDBG Personnel Funding, City of Seaside
Grand Total		\$0

Worksheet # 2 - Operational Budget

Budget Category	Actual Budget for July 1, 2020 to June 30, 2021	Projected Budget for July 1, 2021 to June 30, 2022	% Increase or Decrease	CDBG Funds Request, City of Seaside
Other Staff	\$1,812,925	\$1,812,925	0%	
Supplies and Materials				
Consumable Supplies	\$124,000	\$124,000	0%	
Non-Consumable Supplies	\$47,000	\$47,000	0%	
Outside Services				
Telephone	\$30,000	\$30,000	0%	
Utilities				
Maintenance	\$65,000	\$65,000	0%	
Contract/Consultant Services				
Other Charges				
Rent	\$500,000	\$500,000	0%	
Travel (Mileage)	\$20,000	\$20,000	0%	

Insurance				
Capital Outlay				
Equipment/Furniture				
Other - # of lines needed: 5				
Vehicle Expenses	\$450,000	\$450,000	0%	
Food Costs	\$6,460,000	\$6,460,000	0%	\$36,029
Payroll/Taxes/Benefits	\$617,000	\$617,000	0%	
Membership Dues	\$30,400	\$30,400	0%	
Depreciation	\$478,500	\$478,500	0%	
Total	\$10,634,825	\$10,634,825	0%	\$36,029
Total Funding Requested from Part 1				\$36,029

Attachment	Link or Explanation for Missing Attachments
1 ☒ HUD Agency Certification - Download this document , complete it, and upload to this item.	City of Seaside HUD Agency Certification FBMC.pdf
2 ☒ Federal and State Tax Exemption Determination Letters/Non-Profit Certification (e.g., IRS 501C (3) Letter)	2021_FBMC_IRS_Determination.pdf IRS_501c3_Status.pdf
3 ☐ Articles of Incorporation/Bylaws	N/A
4 ☐ Certificate of Good Standing with the State (http://kepler.sos.ca.gov/)	N/A
5 ☐ Organizational Chart	N/A
6 ☐ List of Current Board Members (with titles, contact data (i.e., telephone, email, address) and current terms)	N/A
7 ☐ Resumes of Program Administrator and Fiscal Officer	N/A
8 ☒ Evidence of Insurance/Fidelity Bonding/Worker's Compensation	2021_Certificate_of_Insurance_City_of_Seaside.pdf
9 ☐ Audited Annual Financial Statements covering 2 Years	N/A
10 ☒ Signed Authorization to Request Funds (usually Executive Director or Board of Directors)	2021_City_of_Seaside_Signed_Authorization_to_Request_Funds_FBMC.pdf
11 ☒ Designation of Authorized Officials (usually Executive Director or Board of Directors)	2021_FBMC_Agent_for_Service_of_Process.docx
12 ☐ Conflict of Interest Policy	N/A
13 ☐ Project Team Experience and Qualifications	N/A
14 ☐ Project/Activity Timeline	N/A
15 ☐ Financial Policies	N/A
16 ☐ Procurement Policies	N/A
17 ☒ Eligibility Intake Forms or Data Collection Tools (which should include Race and Ethnicity data fields as required by The Federal Office of Management and Budget (OMB))	2021_FBMC_Intake_Data_Collection_Form.xlsx
18 ☐ Project/Activity Support Letters	N/A
19 ☐ Program Evaluations	N/A
20 ☐ Outreach Materials	N/A
21 ☐ Evidence of Project Support/Community Outreach (written endorsements, when available)	N/A
22 ☐ Limited English Proficiency (LEP) plan and/or equal access (Section 504) plan. See HUD FAQs on LEP and HUD information on Section 504 for sub-grantees	N/A
23 ☐ Employee Handbook	N/A
24 ☐ Record Retention Policies	N/A
25 ☐ Federal Tax Form 990	N/A
26 ☐ State Tax Form 199	N/A
27 ☐ Rental/Lease Agreement (if applicable)	N/A
28 ☐ Cost Allocation Plan	N/A
29 ☐ Other N/A	
30 ☐ Other N/A	
31 ☐ Other N/A	

Program Manager Signature
Date Signed

Melissa Kendrick
03/30/2021

Initially submitted: Mar 30, 2021 - 14:09:46

**CDBG FUNDING AGREEMENT
FISCAL YEAR 2020
WITH
CENTRAL COAST VNA AND HOSPICE, INC.**

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CDBG FUNDING AGREEMENT

This Community Development Block Grant Agreement (“Agreement”), made and entered into this [REDACTED] day of April 2021 by and between the City of Seaside, a municipal corporation, ("City"), and Central Coast VNA and Hospice, Inc., a California non-profit corporation, with 501 C 3 status ("Grantee").

RECITALS

WHEREAS, City annually receives Community Development Block Grant (“CDBG”) funds from the United States Department of Housing and Urban Development (“HUD”); and

WHEREAS, the primary objective of the CDBG Program as set forth by Congress is the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities; and

WHEREAS, Congress passed the Coronavirus Aid, Relief and Economic Security (CARES) Act in response to the COVID-19 (CV) pandemic which was signed into law by President Donald Trump on March 27, 2020; and

WHEREAS, On September 11, 2020, the U.S. Department of Housing and Urban Development (HUD) notified the City of additional \$360,289 in CARES Act Phase 3 funding (CDBG-CV3) availability; and

WHEREAS, On March 18, 2021, consistent with HUD requirements, the Seaside City Council approved a Substantial Amendment to the 2020-2021 Annual Action Plan (AAP) to add and allocate CDBG-CV3 funding as follows;

1	COVID-19 testing and vaccination	\$234,188
2	Meals on Wheels	\$36,029
3	Food Distribution	\$36,029
4	COVID-19 outreach and education	\$36,029
5	Planning and Administration	\$18,014

WHEREAS, On March 19, 2021, City staff submitted the Council-approved substantial amendment to the U.S. Department of Housing and Urban Development (HUD) for review and approval; and

WHEREAS, On March 18, 2021, in anticipation of both City Council and HUD approval of the substantial amendment, City staff published a comprehensive Notice of Funding Availability (NOFA) and Request for Applications (RFA) both on the website and in the Monterey County Weekly; and

WHEREAS, The application window ran from March 18 through March 31, 2021. Applications were accepted online through the City's grants portal (www.citydataservices.com);

WHEREAS, On March 31, 2021, Grantee applied to the City seeking \$234,188 for the provision of COVID-19 vaccination clinics;

WHEREAS, On April 15, 2021, the City Council of the City of Seaside approved the Grantee's request for funding in the amount of \$234,188 for the provision of COVID-19 vaccination clinics; and

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

PART I – AGREEMENT

Section 1. Definitions (as used in this Agreement)

Except to the extent modified or supplemented by this Agreement, any term defined in Title I of the Housing and Community Development Act of 1974, or the HUD Community Development Block Grant Regulations at 24 CFR Part 570, shall have the same meaning when used herein.

- a. "Community Improvement Program" means the City's comprehensive Community Development Block Grant Program.
- b. Community Based Development Organization shall mean an entity, whether public or private, which has the responsibility for administering a project or activity meeting the criteria specified by HUD in the Community Development Block Grant regulations (24 CFR 570.208) that is authorized to use CDBG funds to carry out certain special activities.
- c. "HUD" means the U.S. Department of Housing and Urban Development or a person authorized to act on behalf of the Department.
- d. Community Development Block Grant, "CDBG" or "Block Grant" means the Community Development Block Grant program.
- e. "Proposal" means the Grantee's application submitted to the City of Seaside requesting CDBG funding.

Section 2. Term

This Agreement shall commence on April , 2021 and shall expire on June 30, 2021, unless otherwise extended, suspended or terminated pursuant to the terms of this Agreement.

Section 3. Statement of Work

This Agreement, including attached budget and scope of work, is to be performed in accordance with Grantee's Funding Proposal ("Proposal") submitted on March 31, 2021, and addendums as applicable, on file at the City of Seaside, Community and Economic Development department, and incorporated herein by this reference.

Section 4. Funding

a. **Purpose:** The City shall provide funding to Grantee's **COVID-19 Immunization** program, as outlined in the "Scope of Work, Attachment A". CDBG funds received under a grant from HUD are the source of funds to be used by City for payment to Grantee.

b. **Maximum Compensation:** It is expressly understood that the total compensation to be paid to the Grantee under this Agreement for services rendered shall not exceed **\$234,188**.

c. **Funding Availability:** Funding is contingent upon services provided under this Agreement meeting the National Objective of benefit to low/moderate income persons, as outlined in Title 24, Code of Federal Regulations, Section 570.208(a). The availability of said funds is subject to the control of the United States Government, Department of Housing and Urban Development and should said funds be encumbered, withdrawn or otherwise made unavailable to the City, whether earned by or promised to the Grantee, Grantee shall not be paid said funds until they are available for payment. No other funds owned or controlled by the City shall be paid under this Agreement unless specifically permitted by the City Council of the City of Seaside.

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

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

d. **Method of Payment:** The City will provide payment for program costs acceptable to the City covered by this Agreement on a monthly basis upon receipt of a "Request for Funds" report and a monthly "Activity Data Collection" report from the Grantee. The Request for Funds report must indicate the services provided broken down by expenditures and the amount of payment requested consistent with Attachment B of the Agreement. At the end of the year, prior to final payment, the Grantee shall submit the Cumulative Data Collection Form and Annual Program Narrative Report with reimbursement request.

Grantee shall request funds only for authorized budget item(s) and the request shall be approved by the City's Community Development Manager or his or her designee prior to payment. **Payment requests shall be due on the fifteenth day of each month following the end of the month.** Monthly payments shall be reimbursed based upon the prior month's expenditures and appropriate documentation must be submitted with the request. "Request for Funds" submitted incorrectly or without copies of documentation verifying costs shall be returned to the Grantee. Funding shall only be provided for expenses incurred or services provided during the approved term of the agreement.

e. **Program Budget Modifications:** Upon written request by the Grantee, the City's Community Development Manager may authorize a budget or program revision. The Community Development Manager may determine a program revision is necessary to meet the intent of the CDBG program. Any budget revision executed shall not authorize the total compensation to be paid under this Agreement, as so modified, to exceed the amount shown above in Section 4, paragraph b.

f. **Unexpended Funds:** When a portion of the approved budget amount is not expended or encumbered, the maximum compensation shall be automatically reduced by any unexpended portion unless otherwise indicated, in writing, by the City's Community Development Manager or his/her designee.

g. **Improperly Expended Funds:** If the City has reason to believe that any funds disbursed to the Grantee under this Agreement were not expended in accordance with the terms and conditions hereof, City shall notify Grantee, in writing, of the facts or conduct which warrant(s) such belief, and shall provide the Grantee reasonable opportunity to demonstrate or achieve compliance with the terms of this Agreement. If the Grantee fails to demonstrate such compliance to the satisfaction of the City within ten (10) days, upon request by the City, Grantee shall immediately refund to the City the amount determined to be improperly expended.

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

Section 4A. Other Program Requirements

a. **Monitoring:** The City will monitor the Grantee to ensure that the CDBG funds granted through this Agreement are used in accordance with all program requirements (24 CFR 570.501 & 24 CFR Part 200) and to determine if Grantee is meeting its objectives listed in Grantee's Scope of Work, as submitted to the City. Substandard performance as determined by the City will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Grantee within a specified period of time after being notified by the City, contract suspension or termination procedures will be initiated.

b. **Evaluation:** The City reserves the right to survey the Grantee's clients to evaluate service delivery. If the City elects to mail questionnaires directly to the Grantee's clients, Grantee shall provide the City with clients' names and addresses. The City agrees to ensure that all client information shall remain confidential. Following receipt of client responses, the City shall forward a summary of the results to the Grantee.

c. **Disclosure of Confidential Client Information:** City and Grantee agree to maintain the confidentiality of any information regarding applicants for services offered by the Program pursuant to this Agreement or their immediate families, which may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other source. Without the written permission of the applicant, or his or her Guardian, such information shall be provided to City only as necessary for purposes related to the performance of evaluation of the services or work to be provided pursuant to this Agreement, and then only to persons having responsibilities under the contract, including those furnishing services under the program through subcontracts.

Section 5. Records and Reports

The Grantee shall provide to the City's Community Development Manager or his/her designee, a Monthly Activity Report, in a form determined by the City, so that the City may meet its record keeping and reporting requirements to HUD. These reports shall be due by the fifteenth day of each month following the end of the month, and will reflect the prior month's activities. As required by the City and HUD, Grantee shall maintain adequate records to support the reported statistics regarding beneficiary characteristics and services provided. Such records shall be made available for inspection by the City at City's principal place of business (440 Harcourt Avenue, Seaside, California), HUD or designated agents thereof upon request as specified in 24 CFR Part 570, Sections 570.502(a)(16), 570.506, and 570.508. The Grantee shall maintain all records required by the regulations specified in 24 CFR Part 570.506, and that are pertinent to the activities funded under this agreement; including but not limited to:

- a. records that demonstrate activities meet one of the National Objectives of the CDBG program;
- b. records required to determine the eligibility of activities;
- c. records documenting compliance with fair housing and equal opportunity components of the CDBG program;
- d. financial records as required by 24 CFR 570.502 and 24 CFR 200; agreeing to adhere to the accounting principles and procedures required therein, utilize

- adequate internal controls, and maintain necessary source documentation for all costs incurred.
- e. records that demonstrate client eligibility for services provided including but not limited to client name, address, income, or other basis for determining eligibility, and description of service provided, reports of milestones and schedules of programs as requested, outlined in 24 CFR Parts 200 etc.
- f. Other records necessary to document compliance with Subpart K of 24 CFR Part 570
- g. Annual Program Narrative Report **shall be due within 15 days of the contact termination** (*data to be reported on prior years activities*)

The grantee shall retain all records specified under this Agreement for a period of five years after the termination of the Agreement.

Section 6: Insurance

- a. Grantee shall, throughout the duration of this Agreement maintain comprehensive general liability and property insurance covering all operations of the Grantee, its agents and employees, performed in connection with this Agreement including, but not limited to premises and automobile.

- b. Grantee shall maintain the following minimum limits:

General Liability:

Combined Single Limit Per Occurrence	\$ 1 million
General Aggregate	\$ 2 million

(The policy shall cover on an occurrence or an accident basis, and not on a claims made basis.)

Automobile Liability:

Combined Single Limit Per Occurrence	\$1 million
--------------------------------------	-------------

(The policy shall cover on an occurrence or an accident basis, and not on a claims made basis.)

Worker's Compensation with Full Liability Coverage

- c. All insurance companies with the exception of Workers Compensation and professional errors and omissions affording coverage to the Grantee shall be required to add the City of Seaside, its officers, employees, agents, and volunteers as additional "insureds" by endorsement under the insurance policy and shall stipulate that this insurance policy will operate as primary insurance and that no other insurance affected by the City or other named insured will be called upon to contribute to a loss covered thereunder. The policy shall contain no special limitations on the scope of protections afforded to City its officers, employees, agents, or volunteers. Workers' compensation policy shall be endorsed with a

waiver of subrogation in favor of the City for all work performed by the Grantee, its employees, agents and subcontractors.

- d. All insurance companies affording coverage to the Grantee 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 shall be written insurers with a current A.M. Best Rating of "A-" or better, and a financial size of "VII" or greater.
- e. All insurance companies affording coverage shall provide thirty (30) days written notice to the City of Seaside should the policy be canceled or reduced in coverage before the expiration date. For the purposes of this notice requirement, any material change prior to expiration shall be considered cancellation.
- f. Grantee shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, in a form satisfactory to the City's Risk Manager, concurrently with the submittal of this Agreement. A statement on the insurance certificate which states that the insurance company "will endeavor" to notify the certificate holder, "but failure to mail such notice shall impose no obligation or liability to any kind upon the company, its agents or representatives" does not satisfy the requirement of subsection (e) herein. The Grantee shall ensure that the above quoted language is stricken from the certificate by the authorized representative of the insurance company. The insurance certificate shall also state the unpaid limits of the policy.
- g. Grantee shall provide a substitute certificate of insurance no later than thirty (30) days prior to the policy expiration date. Failure by the Grantee to provide such a substitution and extend the policy expiration date shall be considered a default by the Grantee. In the event Grantee is unable to provide a substitute certificate of insurance within the time prescribed in this subsection, Grantee shall provide written confirmation of renewal in a form satisfactory to the City, to act as proof of insurance only until such time as a certificate of insurance has been received by City.
- h. Maintenance of insurance by the Grantee as specified in the Agreement shall in no way be interpreted as relieving the Grantee of any responsibility whatever and the Grantee may carry, at its own expense, such additional insurance as it deems necessary.

Section 7. Indemnification and Hold Harmless

Grantee shall indemnify, defend and hold City and its officers, employees, agents, and volunteers harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury loss of life, or damage to any property, or any violation of any federal, state, or municipal law or ordinance, or other cause in connection with the acts or omission of Grantee, its employees, subcontractors, or agents,

arising from this Agreement and the Grantee's service hereunder, except for any such claim arising out of the sole negligence or willful misconduct of the City, its officers, employees, agents or volunteers. It is understood that the duty of Grantee to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code, and that Grantee shall at its own expense, upon written request by the City, defend any such suit or action brought against the city, its officers, agents or employees. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve Grantee from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any such damages or claims for damages.

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

Section 8. Subcontracts

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

Prior to Grantee entering into any agreement for any person or organization to render said services, the Grantee shall obtain written approval from the Community Development Manager or his/her designee. Such subcontracts, together with all other activities by or on behalf of the Grantee, shall not require payment in excess of the City's portion of the total project budget as stated in Part I, Section 4 b, of this Agreement. The subcontractor shall be subject to the same terms and conditions that the Grantee is subject to under this Agreement and the Grantee shall ensure the terms of this Agreement are expressly set forth in any agreements in it may have with any such subcontractors. The City shall in no event be liable to any subcontractor or any other creditor of the Grantee, and shall be liable to the Grantee only in accordance with the terms and conditions of this Agreement.

Section 9. Amendment

Where it is determined by the Community Development Manager or his/her designee that there is a need to make any change in the project, fiscal procedures, or the terms and conditions of this Agreement (including any changes necessary to comply with changes in Federal, State or local laws or regulations), such change shall be incorporated by written amendment to this Agreement and approved by the City Council, and by the Grantee, provided that adjustments in line items within the total approved budget, and minor changes in the nature and scope of services specified in the Agreement, may be approved by the City Manager or his/her designee.

Section 10. Assignment

There shall be no assignment of rights or obligations under this Agreement without prior written approval of the Community Development Manager. This Agreement restricts the right

of the Grantee to assign rights and responsibilities and restricts the right to modify this Agreement. Written notification requesting reassignment of modifications to effectuate the assignment and the modification of the rights and responsibilities under the Agreement must be requested along with a current copy of the IRS letter regarding tax status on any possible merges. Any changes of this agreement must be signed by the Board of Directors, of the Grantee, if a corporation, or the management if not a corporation, and the City of Seaside.

Section 11. Suspension and Termination

If Grantee materially fails to comply with any term of this Agreement, the City may suspend or terminate the Agreement in whole or in part. The City or Grantee may terminate the Agreement with or without cause. The Grantee may terminate the Agreement upon no less than thirty (30) days receipt of written notice, setting forth the reasons for such termination and the effective date of such termination.

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

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

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

Section 12. Terms and Conditions

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

This Agreement and all performance hereunder is subject to the Federal regulations pertaining to the Community Development Block Grant Program, and Grantee agrees to comply with all such regulations, which are incorporated herein by reference and made a part hereof, and which are available for inspection at the City Hall.

PART II - SUPPLEMENTAL GENERAL CONDITIONS

Section 1. Program Income

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

Section 2. Uniform Administrative Requirements

a. **Establishment and Maintenance of Records:** Grantee shall comply with the requirements and standards of Federal Office of Management and Budget Circular A-122, "Cost Principles for Non-Profit Organizations", and 24 CFR Part 200 24 CFR Part 200 set forth standards for use by recipients in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Federal funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable Federal statutes and Executive Orders. No additional procurement standards or requirements shall be imposed upon recipients, unless specifically required by Federal statute or Executive Order or approved by Office of Management and Budget.

24 CFR Part 570, Section 570.505 (a) through (d) states the standards -applicable to the use of real property within the recipient's control which was acquired or improved in whole or in part using CDBG funds in excess of \$25,000. These standards shall apply from the date CDBG funds are first spent for the property until five years after closeout of an entitlement recipient's participation in the entitlement CDBG Program or, with respect to other recipients, until five years after the closeout of the grant from which the assistance to the property was provided.

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

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

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

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

Grantee shall take reasonable steps to ensure meaningful access to their programs and activities by Limited English Proficient (LEP) persons while not imposing undue burdens on Grantee. Persons who do not speak English as their primary language and who have a limited ability to

read, write, speak, or understand English can be "limited English proficient," or "LEP." Grantee shall assess its extent of its obligation to provide specialized LEP services using the following four factors:

- 1) The number or proportion of LEP persons eligible to be served or likely to be encountered by the program or Grantee;
- 2) The frequency with which LEP persons come in contact with the program;
- 3) The nature and importance of the program, activity, or service provided by the program to people's lives; and
- 4) The resources available to the Grantee and costs of modifying existing procedures.

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

Section 4. Executive Order No. 11063

Grantee shall not discriminate because of race, color, religion, sex, or national origin in the sale, lease, rental, or other disposition of residential property and related facilities, or in the use or occupancy thereof, if property is provided for in whole or in part by a grant of CDBG funds.

Section 5. Nondiscrimination

a. **Fair Housing Act [42 U.S.C. 3601 et seq.].** No person shall, on the grounds of race or color, religion, sex, national origin, familial status, or disability be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

b. **Age Discrimination Act of 1975 [42 U.S.C. 6101 et seq.].** No person shall, on the grounds of age, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

c. **Section 504 of the Rehabilitation Act of 1973, as amended [29 U.S.C. 794].** No otherwise qualified individual with a disability shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity under this Agreement.

i. A Grantee that employs less than fifteen (15) persons shall:

(a) Take appropriate steps to ensure effective communication with applicants, determine auxiliary aids necessary, adopt and implement

procedures to ensure that interested person can obtain information concerning the existence and location of accessible services, activities, and facilities. [24 CFR §8.6]

(b). Evaluate its current policies and practices to determine whether, in whole or in part, they do not or may not meet the requirements of Section 504 and the implementing federal regulations; modify any policies and practices that do not meet the requirements; take appropriate corrective steps to remedy the discrimination revealed by the self-evaluation; maintain on file for at least three years following completion of the evaluation, make available for public inspection and provide to the responsible civil rights official a list of the interested persons consulted, a description of areas examined and any problems identified, and a description of any modifications made and of any remedial steps taken. [24 CFR §8.51]

ii. A Grantee that employs fifteen (15) persons or more shall implement (i)(a) and (i)(b) above and in addition:

(a) Designate at least one person to coordinate its efforts to comply with the obligations imposed by Section 504 and the implementing federal regulations. [24 CFR §8.53(a)]

(b) Adopt grievance procedures that incorporate due process standards that provide for the prompt and equitable resolution of complaints alleging any action prohibited by the obligations imposed by Section 504 and the implementing federal regulations. [24 CFR §8.53(b)]

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

d. Subtitle A of Title II of the Americans with Disabilities Act of 1990 [42 U.S.C. 12131]. No qualified individual with a disability shall, on the basis of disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any public entity under this Agreement.

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

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

- (b) Make available to applicants, participants, beneficiaries, and other interested persons information regarding the provisions of Part 35 and its applicability to the services, programs or activities of the public entity, and make such information available to them in such a manner as the head of the entity finds necessary to apprise such persons of the protections against discrimination assured them by the Americans With Disabilities Act and Part 35. [28 CFR §35.106]
 - (c) TDD's (telecommunication devices for the deaf) or equally effective telecommunication systems shall be used to communicate by telephone with individuals with impaired hearing or speech. [28 CFR §35.161]
 - ii. A public entity that employees fifty (50) persons or more shall implement (i)(a), (i)(b) and (i)(c) above and in addition:
 - (a) Designate at least one employee to coordinate its efforts to comply with and carry out its responsibilities including any investigation of any complaint alleging noncompliance or any actions prohibited by ADA, make information about designated person available to all interested individuals, adopt and publish grievance procedures providing prompt and equitable resolution of complaints alleging any prohibited action. [28 CFR §35.107]
 - (b) Take appropriate steps to ensure communication with applicants, participants, and members of the public with disabilities are as effective as communications with others, furnish appropriate auxiliary aids and services where necessary to afford an individual with a disability an equal opportunity to participate in, enjoy the benefits of, a service, program or activity, determine what type of auxiliary aid and service is necessary, give primary consideration to the requests of individuals with disabilities. [28 CFR §35.160]

Section 6. Conflict of Interest

a. Interest of Certain Federal Officials: No member of or Delegate to the Congress of the United States, and no resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

b. Interest of Members, Officers, or Employees of City, Members of Local Governing Body, or Other Officials: No member, officer, or employee of the City, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Agreement. The

Grantee shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purpose of this subparagraph.

c. Interest of Members, Officers, or Employees of Grantee and Sub-grantees:

No employees, officer or agent of Grantee or any sub-grantee shall participate in the selection, award or administration of a contract in which Federal funds are used, where, to his knowledge, he or his immediate family, partners, or organization in which he or his immediate family or partner has a financial interest or with whom he is negotiating or has any arrangement concerning prospective employment. The recipients' officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or potential contractors. Any interest on the part of the Grantee or his employees must be immediately disclosed to HUD and to the City.

Section 7. Reversion of Assets

Upon expiration of this Agreement, Grantee shall transfer to the City's CDBG fund any unexpended funds and any accounts receivable attributable to the use of CDBG funds. Residual assets derived from Grantee's use of CDBG funds, such as fixtures and equipment, shall vest with the City upon the end of this Agreement. The City reserves the right to monitor and verify the continued proper management of the Grantee's assets derived from CDBG funding, if any.

Section 8. Lobbying Prohibited

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

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

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

Section 9. Faith-based Activities

a. Faith-Based Activities Organizations: 24 CFR Part 570, Section 570.200 (j) (2) states Faith-based activities organizations that are directly funded under the CDBG program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the CDBG funded programs or services. If an organization conducts

such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part, and participation must be voluntary for the beneficiaries of the HUD-funded programs or services.

b. Religious Organizations: 24 CFR Part 570, Section 570.200 (j) (3) states a religious organization that participates in the CDBG program will retain its independence from Federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its beliefs, provided that it does not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Faith-based organizations may use space in their facilities to provide CDBG-funded services without removing religious art, icon, scriptures, or other religious symbols. A CDBG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

c. Religious Discrimination: 24 CFR Part 570, Section 570.200 (j) (4) states an organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

d. Subrecipients. Any subrecipient of CDBG funds provided under this Agreement shall abide by the terms under faith-based activities as described in Title 24 CFR 570.200 (j) with religious activities.

Section 10. Audits and Inspections

The Grantee will, at any time during normal business hours and as often as the City, HUD, citizens and/or the Comptroller General of the United States may deem necessary, make available to the City, HUD, citizens in accordance with the state and/or federal or local law and/or representatives of the Comptroller General for examination of all of the Grantee's records with respect to all matters covered by this Agreement. The Grantee will permit the City at City's principal place of business (440 Harcourt Avenue, Seaside, California), HUD, citizens, notwithstanding 24 CFR 85.42(f), recipients shall provide citizens with reasonable access to records regarding the past use of CDBG funds, consistent with applicable State and local laws regarding privacy and obligations of confidentiality and/or representatives of the Comptroller General to audit, examine and make excerpts, copies or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement in accordance with local, state, or federal law.

Section 11. HUD Requirements

Unearned or other payments under this Agreement may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by HUD or the City at any

time, or if the grant to the City under Title I of the Housing and Community Development Act of 1974, as amended from time to time, is suspended or terminated.

Section 12. Prohibition Against Payment of Bonus or Commissions

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

Section 13. Copyrights

If this Agreement or its performance results in a book or other copyrightable material, the author is free to copyright the work, but the Department of Housing and Urban Development and the City reserve the royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use all copyrighted material and all material which can be copyrighted.

Section 14. Patents

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

Section 15. Political Activity Prohibited

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

Section 16. Board of Directors

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

Section 17. Notices

Any notices under this Agreement shall be sent to the parties by personal delivery, by facsimile, or by certified mail, return receipt requested, postage prepared in the United States Postal

Service at the addresses set forth below. Notice shall be deemed effective upon delivery or transmission if delivered or sent by facsimile and on the third (3rd) day after mailing. The parties designate the following names, titles, addresses, and telephone numbers:

City:

Craig Malin.
City Manager
City of Seaside

440 Harcourt Avenue
Seaside, California 93955
Telephone: 831-899-6700

Grantee:

Name	Jane Russo
Title	Chief Executive Officer (CEO)
Organization	Central Coast VNA & Hospice, Inc
Address	5 Lower Ragsdale Dr Monterey, CA 93940
Telephone	831 760-0748
email address	jrusso@ccvna.com

Section 18. Legal Representation

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

Section 19. Joint Representation

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

Section 20. Warranty of Authority

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

Section 21. No Waiver of Rights

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

Section 22. Counterparts

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

Section 23. No Third Party Rights

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

Section 24. Modification

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

Section 25. Severability

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

Section 26. Further Assurances

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

Section 27. Entire Agreement

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

Section 28. Rights and Obligations

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

Section 29. Attorney Fees

In case suit shall be brought to interpret or enforce this Agreement, or because of the breach of any other covenant or provision herein contained, the case shall be handled in Monterey County, California, and the prevailing party in such action shall be entitled to recover their actual attorney fees approved by a Court of competent jurisdiction in addition to such costs as

may be allowed by the court. If awarded, City's attorneys' fees shall be calculated at the market rate.

Section 30. Duplication of Benefits

The CARES Act provides that the Grantee shall ensure there are adequate procedures in place to prevent any DOB as required by section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155), as amended by section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115–254; 132 Stat. 3442). HUD is requiring that each grantee have procedures to prevent the duplication of benefits when it provides financial assistance with CDBG-CV funds.

IN WITNESS WHEREOF, as authorized representatives of the CITY OF SEASIDE and CENTRAL COAST VNA and HOSPICE, INC, a non-profit corporation, have executed this Agreement.

For: CITY OF SEASIDE

By: _____
Craig Malin, City Manager

For: GRANTEE

By: _____
Jane Russo
Chief Executive Officer

ATTACHMENT A
CENTRAL COAST VNA AND HOSPICE, INC
SCOPE OF WORK



City of Seaside Community Development Block Grant Program (CDBG)
VNA Community Services (VNACS) Proposal for Partnership 2021

5 Lower Ragsdale Dr
Monterey, CA 93940
T 831 372 6668
F 831 648 7726

COVID-19 Non-Profit Collaborative Initiative
Prevent, Prepare for, and Respond to Impact of COVID-19 in City of Seaside

Scope of Services



VNACS will provide staff, vaccine and supplies for administering COVID-19 immunizations at walk-up mass vaccination clinics held at community settings for low to moderate income residents age 18 and above, on behalf of the City of Seaside. Locations, dates, and number of clinics determined by the City of Seaside and agreed to by VNACS.

Suggested responsibilities of City of Seaside and VNACS as follows:



CITY OF SEASIDE:

- Identify and confirm clinic locations
- Work with VNACS to develop clinic schedule
 - Monday afternoon, 4 hour clinic by appointment or walk in
 - Wednesday morning, 4 hour clinic by appointment or walk in
 - Pop-Up clinics, two times per month, day and time TBD
- Strategy to inform eligible groups, promote clinics, and secure appointments

VNA COMMUNITY SERVICES:

- Responsible for managing clinics; set up and take down, crowd management, and education of participants.
- Operate under direction of VNA Medical Director to follow immunization policies and procedures, including emergency response protocols.
- Provide vaccine, supplies, materials, and PPE necessary for all clinics.
- COVID-19 Immunization documentation and required reporting to California Immunization Registry
- Track Client Intake data to meet grant program requirements

Timeline

April 15- Seaside City Council Meeting

Week of April 19- Meet with local interest groups to establish clinic locations, initiate outreach strategy. Book appointments for upcoming clinics

Week of April 26- Monday, Wednesday COVID Immunization Clinics

Schedule to repeat. Pop-up Clinics added, locations to be determined

Payment Provisions

Based on inclusive per clinic cost

CCVNA.com

**ATTACHMENT B
CENTRAL COAST VNA AND HOSPICE, INC**

Schedule of Costs



CENTRAL COAST VNA & HOSPICE INC
5 LOWER RAGSDALE DRIVE
MONTEREY, CA 93940

EXHIBIT A

PREPARED FOR: City of Seaside Community Development Block Grant (CDBG)
COVID-19 Immunization Clinics

SCHEDULE OF COSTS

Immunization: up to 2-3 clinics per week and up to 200 units each clinic

Clinic fee** \$ 3,500.00 per clinic

**The clinic fee includes all labor, supplies, education, & reporting. The staffing includes 3 RN's, 1 DRN, 4 clerical for intake, education, documentation review & reporting, and 2 admin staff for billing.

The City of Seaside agrees to reimburse VNA \$40 for each insurance denial.

The duration of the clinic is 4 hours (plus 1 hour for setup and takedown) based on availability of the venue.

The term will be through October, 2021.

Billing will be monthly and due within 30 days.

Schedule above is based on availability of the vaccine supply.

**CDBG FUNDING AGREEMENT
FISCAL YEAR 2020
WITH
MEALS ON WHEELS MONTEREY PENINSULA, INC.**

INDEX

PART I

AGREEMENT

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CDBG FUNDING AGREEMENT

This Community Development Block Grant Agreement (“Agreement”), made and entered into this day of April 2021 by and between the City of Seaside, a municipal corporation, ("City"), and Meals on Wheels Monterey Peninsula, Inc., a California non-profit corporation, with 501 C 3 status ("Grantee").

RECITALS

WHEREAS, City annually receives Community Development Block Grant (“CDBG”) funds from the United States Department of Housing and Urban Development (“HUD”); and

WHEREAS, the primary objective of the CDBG Program as set forth by Congress is the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities; and

WHEREAS, Congress passed the Coronavirus Aid, Relief and Economic Security (CARES) Act in response to the COVID-19 (CV) pandemic which was signed into law by President Donald Trump on March 27, 2020; and

WHEREAS, On September 11, 2020, the U.S. Department of Housing and Urban Development (HUD) notified the City of additional \$360,289 in CARES Act Phase 3 funding (CDBG-CV3) availability; and

WHEREAS, On March 18, 2021, consistent with HUD requirements, the Seaside City Council approved a Substantial Amendment to the 2020-2021 Annual Action Plan (AAP) to add and allocate CDBG-CV3 funding as follows;

1	COVID-19 testing and vaccination	\$234,188
2	Meals on Wheels	\$36,029
3	Food Distribution	\$36,029
4	COVID-19 outreach and education	\$36,029
5	Planning and Administration	\$18,014

WHEREAS, On March 19, 2021, City staff submitted the Council-approved substantial amendment to the U.S. Department of Housing and Urban Development (HUD) for review and approval; and

WHEREAS, On March 18, 2021, in anticipation of both City Council and HUD approval of the substantial amendment, City staff published a comprehensive Notice of Funding Availability (NOFA) and Request for Applications (RFA) both on the website and in the Monterey County Weekly; and

WHEREAS, The application window ran from March 18 through March 31, 2021. Applications were accepted online through the City's grants portal (www.citydataservices.com);

WHEREAS, On March 31, 2021, Grantee applied to the City seeking \$36,029 for the provision of meals on wheels to low and moderate-income Seaside residents who have been impacted by COVID-19;

WHEREAS, On April 15, 2021, the City Council of the City of Seaside approved the Grantee's request for funding in the amount of \$36,029 for the provision of meals; and

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

PART I – AGREEMENT

Section 1. Definitions (as used in this Agreement)

Except to the extent modified or supplemented by this Agreement, any term defined in Title I of the Housing and Community Development Act of 1974, or the HUD Community Development Block Grant Regulations at 24 CFR Part 570, shall have the same meaning when used herein.

- a. "Community Improvement Program" means the City's comprehensive Community Development Block Grant Program.
- b. Community Based Development Organization shall mean an entity, whether public or private, which has the responsibility for administering a project or activity meeting the criteria specified by HUD in the Community Development Block Grant regulations (24 CFR 570.208) that is authorized to use CDBG funds to carry out certain special activities.
- c. "HUD" means the U.S. Department of Housing and Urban Development or a person authorized to act on behalf of the Department.
- d. Community Development Block Grant, "CDBG" or "Block Grant" means the Community Development Block Grant program.
- e. "Proposal" means the Grantee's application submitted to the City of Seaside requesting CDBG funding.

Section 2. Term

This Agreement shall commence on April , 2021 and shall expire on June 30, 2021, unless otherwise extended, suspended or terminated pursuant to the terms of this Agreement.

Section 3. Statement of Work

This Agreement, including attached budget and scope of work, is to be performed in accordance with Grantee's Funding Proposal ("Proposal") submitted on March 31, 2021, and addendums as applicable, on file at the City of Seaside, Community and Economic Development department, and incorporated herein by this reference.

Section 4. Funding

a. **Purpose:** The City shall provide funding to Grantee's **Meals on Wheels** program, as outlined in the "Scope of Work, Attachment A". CDBG funds received under a grant from HUD are the source of funds to be used by City for payment to Grantee.

b. **Maximum Compensation:** It is expressly understood that the total compensation to be paid to the Grantee under this Agreement for services rendered shall not exceed \$36,029.

c. **Funding Availability:** Funding is contingent upon services provided under this Agreement meeting the National Objective of benefit to low/moderate income persons, as outlined in Title 24, Code of Federal Regulations, Section 570.208(a). The availability of said funds is subject to the control of the United States Government, Department of Housing and Urban Development and should said funds be encumbered, withdrawn or otherwise made unavailable to the City, whether earned by or promised to the Grantee, Grantee shall not be paid said funds until they are available for payment. No other funds owned or controlled by the City shall be paid under this Agreement unless specifically permitted by the City Council of the City of Seaside.

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

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

d. **Method of Payment:** The City will provide payment for program costs acceptable to the City covered by this Agreement on a monthly basis upon receipt of a "Request

for Funds" report and a monthly "Activity Data Collection" report from the Grantee. The Request for Funds report must indicate the services provided broken down by expenditures and the amount of payment requested consistent with Attachment B of the Agreement. At the end of the year, prior to final payment, the Grantee shall submit the Cumulative Data Collection Form and Annual Program Narrative Report with reimbursement request.

Grantee shall request funds only for authorized budget item(s) and the request shall be approved by the City's Community Development Manager or his or her designee prior to payment. **Payment requests shall be due on the fifteenth day of each month following the end of the month.** Monthly payments shall be reimbursed based upon the prior month's expenditures and appropriate documentation must be submitted with the request. "Request for Funds" submitted incorrectly or without copies of documentation verifying costs shall be returned to the Grantee. Funding shall only be provided for expenses incurred or services provided during the approved term of the agreement.

e. **Program Budget Modifications:** Upon written request by the Grantee, the City's Community Development Manager may authorize a budget or program revision. The Community Development Manager may determine a program revision is necessary to meet the intent of the CDBG program. Any budget revision executed shall not authorize the total compensation to be paid under this Agreement, as so modified, to exceed the amount shown above in Section 4, paragraph b.

f. **Unexpended Funds:** When a portion of the approved budget amount is not expended or encumbered, the maximum compensation shall be automatically reduced by any unexpended portion unless otherwise indicated, in writing, by the City's Community Development Manager or his/her designee.

g. **Improperly Expended Funds:** If the City has reason to believe that any funds disbursed to the Grantee under this Agreement were not expended in accordance with the terms and conditions hereof, City shall notify Grantee, in writing, of the facts or conduct which warrant(s) such belief, and shall provide the Grantee reasonable opportunity to demonstrate or achieve compliance with the terms of this Agreement. If the Grantee fails to demonstrate such compliance to the satisfaction of the City within ten (10) days, upon request by the City, Grantee shall immediately refund to the City the amount determined to be improperly expended.

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

Section 4A. Other Program Requirements

a. **Monitoring:** The City will monitor the Grantee to ensure that the CDBG funds granted through this Agreement are used in accordance with all program requirements (24 CFR 570.501 & 24 CFR Part 200) and to determine if Grantee is meeting its objectives listed in

Grantee's Scope of Work, as submitted to the City. Substandard performance as determined by the City will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Grantee within a specified period of time after being notified by the City, contract suspension or termination procedures will be initiated.

b. **Evaluation:** The City reserves the right to survey the Grantee's clients to evaluate service delivery. If the City elects to mail questionnaires directly to the Grantee's clients, Grantee shall provide the City with clients' names and addresses. The City agrees to ensure that all client information shall remain confidential. Following receipt of client responses, the City shall forward a summary of the results to the Grantee.

c. **Disclosure of Confidential Client Information:** City and Grantee agree to maintain the confidentiality of any information regarding applicants for services offered by the Program pursuant to this Agreement or their immediate families, which may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other source. Without the written permission of the applicant, or his or her Guardian, such information shall be provided to City only as necessary for purposes related to the performance of evaluation of the services or work to be provided pursuant to this Agreement, and then only to persons having responsibilities under the contract, including those furnishing services under the program through subcontracts.

Section 5. Records and Reports

The Grantee shall provide to the City's Community Development Manager or his/her designee, a Monthly Activity Report, in a form determined by the City, so that the City may meet its record keeping and reporting requirements to HUD. These reports shall be due by the fifteenth day of each month following the end of the month, and will reflect the prior month's activities. As required by the City and HUD, Grantee shall maintain adequate records to support the reported statistics regarding beneficiary characteristics and services provided. Such records shall be made available for inspection by the City at City's principal place of business (440 Harcourt Avenue, Seaside, California), HUD or designated agents thereof upon request as specified in 24 CFR Part 570, Sections 570.502(a)(16), 570.506, and 570.508. The Grantee shall maintain all records required by the regulations specified in 24 CFR Part 570.506, and that are pertinent to the activities funded under this agreement; including but not limited to:

- a. records that demonstrate activities meet one of the National Objectives of the CDBG program;
- b. records required to determine the eligibility of activities;
- c. records documenting compliance with fair housing and equal opportunity components of the CDBG program;
- d. financial records as required by 24 CFR 570.502 and 24 CFR 200; agreeing to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
- e. records that demonstrate client eligibility for services provided including but not limited to client name, address, income, or other basis for determining

- eligibility, and description of service provided, reports of milestones and schedules of programs as requested, outlined in 24 CFR Parts 200 etc.
- f. Other records necessary to document compliance with Subpart K of 24 CFR Part 570
 - g. Annual Program Narrative Report **shall be due within 15 days of the contact termination** *(data to be reported on prior years activities)*

The grantee shall retain all records specified under this Agreement for a period of five years after the termination of the Agreement.

Section 6: Insurance

- a. Grantee shall, throughout the duration of this Agreement maintain comprehensive general liability and property insurance covering all operations of the Grantee, its agents and employees, performed in connection with this Agreement including, but not limited to premises and automobile.

- b. Grantee shall maintain the following minimum limits:

General Liability:

Combined Single Limit Per Occurrence	\$ 1 million
General Aggregate	\$ 2 million

(The policy shall cover on an occurrence or an accident basis, and not on a claims made basis.)

Automobile Liability:

Combined Single Limit Per Occurrence	\$1 million
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(The policy shall cover on an occurrence or an accident basis, and not on a claims made basis.)

Worker's Compensation with Full Liability Coverage

- c. All insurance companies with the exception of Workers Compensation and professional errors and omissions affording coverage to the Grantee shall be required to add the City of Seaside, its officers, employees, agents, and volunteers as additional "insureds" by endorsement under the insurance policy and shall stipulate that this insurance policy will operate as primary insurance and that no other insurance affected by the City or other named insured will be called upon to contribute to a loss covered thereunder. The policy shall contain no special limitations on the scope of protections afforded to City its officers, employees, agents, or volunteers. Workers' compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Grantee, its employees, agents and subcontractors.
- d. All insurance companies affording coverage to the Grantee 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 shall be written insurers with a current A.M. Best Rating of "A-" or better, and a financial size of "VII" or greater.

- e. All insurance companies affording coverage shall provide thirty (30) days written notice to the City of Seaside should the policy be canceled or reduced in coverage before the expiration date. For the purposes of this notice requirement, any material change prior to expiration shall be considered cancellation.
- f. Grantee shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, in a form satisfactory to the City's Risk Manager, concurrently with the submittal of this Agreement. A statement on the insurance certificate which states that the insurance company "will endeavor" to notify the certificate holder, "but failure to mail such notice shall impose no obligation or liability to any kind upon the company, its agents or representatives" does not satisfy the requirement of subsection (e) herein. The Grantee shall ensure that the above quoted language is stricken from the certificate by the authorized representative of the insurance company. The insurance certificate shall also state the unpaid limits of the policy.
- g. Grantee shall provide a substitute certificate of insurance no later than thirty (30) days prior to the policy expiration date. Failure by the Grantee to provide such a substitution and extend the policy expiration date shall be considered a default by the Grantee. In the event Grantee is unable to provide a substitute certificate of insurance within the time prescribed in this subsection, Grantee shall provide written confirmation of renewal in a form satisfactory to the City, to act as proof of insurance only until such time as a certificate of insurance has been received by City.
- h. Maintenance of insurance by the Grantee as specified in the Agreement shall in no way be interpreted as relieving the Grantee of any responsibility whatever and the Grantee may carry, at its own expense, such additional insurance as it deems necessary.

Section 7. Indemnification and Hold Harmless

Grantee shall indemnify, defend and hold City and its officers, employees, agents, and volunteers harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury loss of life, or damage to any property, or any violation of any federal, state, or municipal law or ordinance, or other cause in connection with the acts or omission of Grantee, its employees, subcontractors, or agents, arising from this Agreement and the Grantee's service hereunder, except for any such claim arising out of the sole negligence or willful misconduct of the City, its officers, employees, agents or volunteers. It is understood that the duty of Grantee to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code, and that Grantee shall at its own expense, upon written request by the City, defend any such suit or

action brought against the city, its officers, agents or employees. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve Grantee from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any such damages or claims for damages.

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

Section 8. Subcontracts

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

Prior to Grantee entering into any agreement for any person or organization to render said services, the Grantee shall obtain written approval from the Community Development Manager or his/her designee. Such subcontracts, together with all other activities by or on behalf of the Grantee, shall not require payment in excess of the City's portion of the total project budget as stated in Part I, Section 4 b, of this Agreement. The subcontractor shall be subject to the same terms and conditions that the Grantee is subject to under this Agreement and the Grantee shall ensure the terms of this Agreement are expressly set forth in any agreements in it may have with any such subcontractors. The City shall in no event be liable to any subcontractor or any other creditor of the Grantee, and shall be liable to the Grantee only in accordance with the terms and conditions of this Agreement.

Section 9. Amendment

Where it is determined by the Community Development Manager or his/her designee that there is a need to make any change in the project, fiscal procedures, or the terms and conditions of this Agreement (including any changes necessary to comply with changes in Federal, State or local laws or regulations), such change shall be incorporated by written amendment to this Agreement and approved by the City Council, and by the Grantee, provided that adjustments in line items within the total approved budget, and minor changes in the nature and scope of services specified in the Agreement, may be approved by the City Manager or his/her designee.

Section 10. Assignment

There shall be no assignment of rights or obligations under this Agreement without prior written approval of the Community Development Manager. This Agreement restricts the right of the Grantee to assign rights and responsibilities and restricts the right to modify this Agreement. Written notification requesting reassignment of modifications to effectuate the assignment and the modification of the rights and responsibilities under the Agreement must be requested along with a current copy of the IRS letter regarding tax status on any possible

merges. Any changes of this agreement must be signed by the Board of Directors, of the Grantee, if a corporation, or the management if not a corporation, and the City of Seaside.

Section 11. Suspension and Termination

If Grantee materially fails to comply with any term of this Agreement, the City may suspend or terminate the Agreement in whole or in part. The City or Grantee may terminate the Agreement with or without cause. The Grantee may terminate the Agreement upon no less than thirty (30) days receipt of written notice, setting forth the reasons for such termination and the effective date of such termination.

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

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

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

Section 12. Terms and Conditions

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

This Agreement and all performance hereunder is subject to the Federal regulations pertaining to the Community Development Block Grant Program, and Grantee agrees to comply with all such regulations, which are incorporated herein by reference and made a part hereof, and which are available for inspection at the City Hall.

PART II - SUPPLEMENTAL GENERAL CONDITIONS

Section 1. Program Income

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

Section 2. Uniform Administrative Requirements

a. Establishment and Maintenance of Records: Grantee shall comply with the requirements and standards of Federal Office of Management and Budget Circular A-122, "Cost Principles for Non-Profit Organizations", and 24 CFR Part 200 24 CFR Part 200 set forth standards for use by recipients in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Federal funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable Federal statutes and Executive Orders. No additional procurement standards or requirements shall be imposed upon recipients, unless specifically required by Federal statute or Executive Order or approved by Office of Management and Budget.

24 CFR Part 570, Section 570.505 (a) through (d) states the standards -applicable to the use of real property within the recipient's control which was acquired or improved in whole or in part using CDBG funds in excess of \$25,000. These standards shall apply from the date CDBG funds are first spent for the property until five years after closeout of an entitlement recipient's participation in the entitlement CDBG Program or, with respect to other recipients, until five years after the closeout of the grant from which the assistance to the property was provided.

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

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

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

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

Grantee shall take reasonable steps to ensure meaningful access to their programs and activities by Limited English Proficient (LEP) persons while not imposing undue burdens on Grantee. Persons who do not speak English as their primary language and who have a limited ability to read, write, speak, or understand English can be "limited English proficient," or "LEP." Grantee shall assess its extent of its obligation to provide specialized LEP services using the following four factors:

- 1) The number or proportion of LEP persons eligible to be served or likely to be encountered by the program or Grantee;
- 2) The frequency with which LEP persons come in contact with the program;
- 3) The nature and importance of the program, activity, or service provided by the program to people's lives; and
- 4) The resources available to the Grantee and costs of modifying existing procedures.

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

Section 4. Executive Order No. 11063

Grantee shall not discriminate because of race, color, religion, sex, or national origin in the sale, lease, rental, or other disposition of residential property and related facilities, or in the use or occupancy thereof, if property is provided for in whole or in part by a grant of CDBG funds.

Section 5. Nondiscrimination

a. **Fair Housing Act [42 U.S.C. 3601 et seq.].** No person shall, on the grounds of race or color, religion, sex, national origin, familial status, or disability be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

b. **Age Discrimination Act of 1975 [42 U.S.C. 6101 et seq.].** No person shall, on the grounds of age, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

c. **Section 504 of the Rehabilitation Act of 1973, as amended [29 U.S.C. 794].** No otherwise qualified individual with a disability shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity under this Agreement.

i. A Grantee that employs less than fifteen (15) persons shall:

(a) Take appropriate steps to ensure effective communication with applicants, determine auxiliary aids necessary, adopt and implement procedures to ensure that interested person can obtain information concerning the existence and location of accessible services, activities, and facilities. [24 CFR §8.6]

(b). Evaluate its current policies and practices to determine whether, in whole or in part, they do not or may not meet the requirements of Section 504 and the implementing federal regulations; modify any policies and practices that do not meet the requirements; take appropriate corrective steps to remedy the discrimination revealed by the self-evaluation; maintain on file for at least three years following completion of the evaluation, make available for public inspection and provide to the responsible civil rights official a list of the interested persons consulted, a description of areas examined and any problems identified, and a description of any modifications made and of any remedial steps taken. [24 CFR §8.51]

ii. A Grantee that employs fifteen (15) persons or more shall implement (i)(a) and (i)(b) above and in addition:

- (a) Designate at least one person to coordinate its efforts to comply with the obligations imposed by Section 504 and the implementing federal regulations. [24 CFR §8.53(a)]
- (b) Adopt grievance procedures that incorporate due process standards that provide for the prompt and equitable resolution of complaints alleging any action prohibited by the obligations imposed by Section 504 and the implementing federal regulations. [24 CFR §8.53(b)]
- (c) Take appropriate initial and continuing steps to notify participants, beneficiaries, applicants and employees that the Grantee does not discriminate in admission or access to, or treatment or employment in, its federally assisted programs and activities. [24 CFR §8.54]

d. Subtitle A of Title II of the Americans with Disabilities Act of 1990 [42 U.S.C. 12131]. No qualified individual with a disability shall, on the basis of disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any public entity under this Agreement.

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

- (a) Evaluate its current services, policies, and practices, and the effects thereof, and to the extent that such do not or may not meet the requirements of Subtitle A and the implementing federal regulations, shall proceed to make the necessary modifications. [28 CFR §35.105]
- (b) Make available to applicants, participants, beneficiaries, and other interested persons information regarding the provisions of Part 35 and its applicability to the services, programs or activities of the

public entity, and make such information available to them in such a manner as the head of the entity finds necessary to apprise such persons of the protections against discrimination assured them by the Americans With Disabilities Act and Part 35. [28 CFR §35.106]

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

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

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

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

Section 6. Conflict of Interest

a. **Interest of Certain Federal Officials:** No member of or Delegate to the Congress of the United States, and no resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

b. **Interest of Members, Officers, or Employees of City, Members of Local Governing Body, or Other Officials:** No member, officer, or employee of the City, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Agreement. The Grantee shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purpose of this subparagraph.

c. Interest of Members, Officers, or Employees of Grantee and Sub-grantees:

No employees, officer or agent of Grantee or any sub-grantee shall participate in the selection, award or administration of a contract in which Federal funds are used, where, to his knowledge, he or his immediate family, partners, or organization in which he or his immediate family or partner has a financial interest or with whom he is negotiating or has any arrangement concerning prospective employment. The recipients' officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or potential contractors. Any interest on the part of the Grantee or his employees must be immediately disclosed to HUD and to the City.

Section 7. Reversion of Assets

Upon expiration of this Agreement, Grantee shall transfer to the City's CDBG fund any unexpended funds and any accounts receivable attributable to the use of CDBG funds. Residual assets derived from Grantee's use of CDBG funds, such as fixtures and equipment, shall vest with the City upon the end of this Agreement. The City reserves the right to monitor and verify the continued proper management of the Grantee's assets derived from CDBG funding, if any.

Section 8. Lobbying Prohibited

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

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

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

Section 9. Faith-based Activities

a. Faith-Based Activities Organizations: 24 CFR Part 570, Section 570.200 (j) (2) states Faith-based activities organizations that are directly funded under the CDBG program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the CDBG funded programs or services. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part, and participation must be voluntary for the beneficiaries of the HUD-funded programs or services.

b. Religious Organizations: 24 CFR Part 570, Section 570.200 (j) (3) states a religious organization that participates in the CDBG program will retain its independence from Federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its beliefs, provided that it does not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Faith-based organizations may use space in their facilities to provide CDBG-funded services without removing religious art, icon, scriptures, or other religious symbols. A CDBG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

c. Religious Discrimination: 24 CFR Part 570, Section 570.200 (j) (4) states an organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

d. Subrecipients. Any subrecipient of CDBG funds provided under this Agreement shall abide by the terms under faith-based activities as described in Title 24 CFR 570.200 (j) with religious activities.

Section 10. Audits and Inspections

The Grantee will, at any time during normal business hours and as often as the City, HUD, citizens and/or the Comptroller General of the United States may deem necessary, make available to the City, HUD, citizens in accordance with the state and/or federal or local law and/or representatives of the Comptroller General for examination of all of the Grantee's records with respect to all matters covered by this Agreement. The Grantee will permit the City at City's principal place of business (440 Harcourt Avenue, Seaside, California), HUD, citizens, notwithstanding 24 CFR 85.42(f), recipients shall provide citizens with reasonable access to records regarding the past use of CDBG funds, consistent with applicable State and local laws regarding privacy and obligations of confidentiality and/or representatives of the Comptroller General to audit, examine and make excerpts, copies or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement in accordance with local, state, or federal law.

Section 11. HUD Requirements

Unearned or other payments under this Agreement may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by HUD or the City at any time, or if the grant to the City under Title I of the Housing and Community Development Act of 1974, as amended from time to time, is suspended or terminated.

Section 12. Prohibition Against Payment of Bonus or Commissions

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

Section 13. Copyrights

If this Agreement or its performance results in a book or other copyrightable material, the author is free to copyright the work, but the Department of Housing and Urban Development and the City reserve the royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use all copyrighted material and all material which can be copyrighted.

Section 14. Patents

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

Section 15. Political Activity Prohibited

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

Section 16. Board of Directors

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

Section 17. Notices

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

City:

Craig Malin.
City Manager
City of Seaside

440 Harcourt Avenue
Seaside, California 93955
Telephone: 831-899-6700

Grantee:

Name	Christine Winge
Title	Executive Director
Organization	Meals on Wheels Monterey Peninsula
Address	700 Jewell Ave Pacific Grove, CA 93950
Telephone	831 375-4454
email address	cwinge@mowmp.org

Section 18. Legal Representation

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

Section 19. Joint Representation

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

Section 20. Warranty of Authority

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

Section 21. No Waiver of Rights

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

Section 22. Counterparts

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

Section 23. No Third Party Rights

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

Section 24. Modification

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

Section 25. Severability

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

Section 26. Further Assurances

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

Section 27. Entire Agreement

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

Section 28. Rights and Obligations

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

Section 29. Attorney Fees

In case suit shall be brought to interpret or enforce this Agreement, or because of the breach of any other covenant or provision herein contained, the case shall be handled in Monterey County, California, and the prevailing party in such action shall be entitled to recover their actual attorney fees approved by a Court of competent jurisdiction in addition to such costs as may be allowed by the court. If awarded, City's attorneys' fees shall be calculated at the market rate.

Section 30. Duplication of Benefits

The CARES Act provides that the Grantee shall ensure there are adequate procedures in place to prevent any DOB as required by section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155), as amended by section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115–254; 132 Stat. 3442). HUD is requiring that each grantee have procedures to prevent the duplication of benefits when it provides financial assistance with CDBG-CV funds.

IN WITNESS WHEREOF, as authorized representatives of the CITY OF SEASIDE and MEALS ON WHEELS MONTEREY PENINSULA, INC., a non-profit corporation, have executed this Agreement.

For: CITY OF SEASIDE

By: _____
Craig Malin, City Manager

For: GRANTEE

By: _____
Christine Winge
Executive Director

DRAFT

ATTACHMENT A

MEALS ON WHEELS MONTEREY PENINSULA, INC.

PURPOSE OF FUNDING **HOME DELIVERED MEALS**

SCOPE OF WORK

To help support City of Seaside residents impacted by COVID-19, MOWMP respectfully seeks a CDBG-CV grant at the \$36,029 level. MOWMP anticipates that it will provide 2.5 meals per day to approximately 70 eligible Seaside residents. To qualify for the program, a client must be COVID-19 positive, self-quarantining, or impacted in ancillary ways by the pandemic. Seaside CDBG-CV funds will be used to cover the costs of food only. We estimate food costs to be approximately \$6.00 per meal. We estimate that we will make 2,402 deliveries of 2.5 meals per delivery.

DRAFT

ATTACHMENT B
MEALS ON WHEELS MONTEREY PENINSULA, INC.

PURPOSE OF FUNDING
HOME DELIVERED MEALS

BUDGET

Budget Category	Budget for FY2020/21
Employee Services	
Supplies and Materials	
Consumable Supplies	\$36,029
Non-Consumable Supplies	\$0
Outside Services	
Telephone	\$0
Utilities	\$0
Maintenance	\$0
Contract/Consultant Services	\$0
Other Charges	
Rent	\$0
Travel (Mileage)	\$0
Insurance	\$0
Capital Outlay	
Equipment/Furniture	\$0
Other	
Total	\$36,029

**CDBG FUNDING AGREEMENT
FISCAL YEAR 2020
WITH
FOOD BANK FOR MONTEREY COUNTY**

INDEX

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CDBG FUNDING AGREEMENT

This Community Development Block Grant Agreement (“Agreement”), made and entered into this day of April 2021 by and between the City of Seaside, a municipal corporation, ("City"), and Food Bank for Monterey County, a California non-profit corporation, with 501 C 3 status ("Grantee").

RECITALS

WHEREAS, City annually receives Community Development Block Grant (“CDBG”) funds from the United States Department of Housing and Urban Development (“HUD”); and

WHEREAS, the primary objective of the CDBG Program as set forth by Congress is the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities; and

WHEREAS, Congress passed the Coronavirus Aid, Relief and Economic Security (CARES) Act in response to the COVID-19 (CV) pandemic which was signed into law by President Donald Trump on March 27, 2020; and

WHEREAS, On September 11, 2020, the U.S. Department of Housing and Urban Development (HUD) notified the City of additional \$360,289 in CARES Act Phase 3 funding (CDBG-CV3) availability; and

WHEREAS, On March 18, 2021, consistent with HUD requirements, the Seaside City Council approved a Substantial Amendment to the 2020-2021 Annual Action Plan (AAP) to add and allocate CDBG-CV3 funding as follows;

1	COVID-19 testing and vaccination	\$234,188
2	Meals on Wheels	\$36,029
3	Food Distribution	\$36,029
4	COVID-19 outreach and education	\$36,029
5	Planning and Administration	\$18,014

WHEREAS, On March 19, 2021, City staff submitted the Council-approved substantial amendment to the U.S. Department of Housing and Urban Development (HUD) for review and approval; and

WHEREAS, On March 18, 2021, in anticipation of both City Council and HUD approval of the substantial amendment, City staff published a comprehensive Notice of Funding Availability (NOFA) and Request for Applications (RFA) both on the website and in the Monterey County Weekly; and

WHEREAS, The application window ran from March 18 through March 31, 2021. Applications were accepted online through the City's grants portal (www.citydataservices.com);

WHEREAS, On March 31, 2021, Grantee applied to the City seeking \$36,029 for the provision of fresh produce and basic nutritious staples to low and moderate-income Seaside residents who have been impacted by COVID-19;

WHEREAS, On April 15, 2021, the City Council of the City of Seaside approved the Grantee's request for funding in the amount of \$36,029 for the provision of fresh produce and basic nutritious staples; and

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

PART I – AGREEMENT

Section 1. Definitions (as used in this Agreement)

Except to the extent modified or supplemented by this Agreement, any term defined in Title I of the Housing and Community Development Act of 1974, or the HUD Community Development Block Grant Regulations at 24 CFR Part 570, shall have the same meaning when used herein.

- a. "Community Improvement Program" means the City's comprehensive Community Development Block Grant Program.
- b. Community Based Development Organization shall mean an entity, whether public or private, which has the responsibility for administering a project or activity meeting the criteria specified by HUD in the Community Development Block Grant regulations (24 CFR 570.208) that is authorized to use CDBG funds to carry out certain special activities.
- c. "HUD" means the U.S. Department of Housing and Urban Development or a person authorized to act on behalf of the Department.
- d. Community Development Block Grant, "CDBG" or "Block Grant" means the Community Development Block Grant program.
- e. "Proposal" means the Grantee's application submitted to the City of Seaside requesting CDBG funding.

Section 2. Term

This Agreement shall commence on April [REDACTED], 2021 and shall expire on June 30, 2021, unless otherwise extended, suspended or terminated pursuant to the terms of this Agreement.

Section 3. Statement of Work

This Agreement, including attached budget and scope of work, is to be performed in accordance with Grantee's Funding Proposal ("Proposal") submitted on March 31, 2021, and addendums as applicable, on file at the City of Seaside, Community and Economic Development department, and incorporated herein by this reference.

Section 4. Funding

a. **Purpose:** The City shall provide funding to Grantee's **Food Distribution** program, as outlined in the "Scope of Work, Attachment A". CDBG funds received under a grant from HUD are the source of funds to be used by City for payment to Grantee.

b. **Maximum Compensation:** It is expressly understood that the total compensation to be paid to the Grantee under this Agreement for services rendered shall not exceed \$36,029.

c. **Funding Availability:** Funding is contingent upon services provided under this Agreement meeting the National Objective of benefit to low/moderate income persons, as outlined in Title 24, Code of Federal Regulations, Section 570.208(a). The availability of said funds is subject to the control of the United States Government, Department of Housing and Urban Development and should said funds be encumbered, withdrawn or otherwise made unavailable to the City, whether earned by or promised to the Grantee, Grantee shall not be paid said funds until they are available for payment. No other funds owned or controlled by the City shall be paid under this Agreement unless specifically permitted by the City Council of the City of Seaside.

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

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

d. **Method of Payment:** The City will provide payment for program costs acceptable to the City covered by this Agreement on a monthly basis upon receipt of a "Request

for Funds" report and a monthly "Activity Data Collection" report from the Grantee. The Request for Funds report must indicate the services provided broken down by expenditures and the amount of payment requested consistent with Attachment B of the Agreement. At the end of the year, prior to final payment, the Grantee shall submit the Cumulative Data Collection Form and Annual Program Narrative Report with reimbursement request.

Grantee shall request funds only for authorized budget item(s) and the request shall be approved by the City's Community Development Manager or his or her designee prior to payment. **Payment requests shall be due on the fifteenth day of each month following the end of the month.** Monthly payments shall be reimbursed based upon the prior month's expenditures and appropriate documentation must be submitted with the request. "Request for Funds" submitted incorrectly or without copies of documentation verifying costs shall be returned to the Grantee. Funding shall only be provided for expenses incurred or services provided during the approved term of the agreement.

e. **Program Budget Modifications:** Upon written request by the Grantee, the City's Community Development Manager may authorize a budget or program revision. The Community Development Manager may determine a program revision is necessary to meet the intent of the CDBG program. Any budget revision executed shall not authorize the total compensation to be paid under this Agreement, as so modified, to exceed the amount shown above in Section 4, paragraph b.

f. **Unexpended Funds:** When a portion of the approved budget amount is not expended or encumbered, the maximum compensation shall be automatically reduced by any unexpended portion unless otherwise indicated, in writing, by the City's Community Development Manager or his/her designee.

g. **Improperly Expended Funds:** If the City has reason to believe that any funds disbursed to the Grantee under this Agreement were not expended in accordance with the terms and conditions hereof, City shall notify Grantee, in writing, of the facts or conduct which warrant(s) such belief, and shall provide the Grantee reasonable opportunity to demonstrate or achieve compliance with the terms of this Agreement. If the Grantee fails to demonstrate such compliance to the satisfaction of the City within ten (10) days, upon request by the City, Grantee shall immediately refund to the City the amount determined to be improperly expended.

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

Section 4A. Other Program Requirements

a. **Monitoring:** The City will monitor the Grantee to ensure that the CDBG funds granted through this Agreement are used in accordance with all program requirements (24 CFR 570.501 & 24 CFR Part 200) and to determine if Grantee is meeting its objectives listed in

Grantee's Scope of Work, as submitted to the City. Substandard performance as determined by the City will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Grantee within a specified period of time after being notified by the City, contract suspension or termination procedures will be initiated.

b. Evaluation: The City reserves the right to survey the Grantee's clients to evaluate service delivery. If the City elects to mail questionnaires directly to the Grantee's clients, Grantee shall provide the City with clients' names and addresses. The City agrees to ensure that all client information shall remain confidential. Following receipt of client responses, the City shall forward a summary of the results to the Grantee.

c. Disclosure of Confidential Client Information: City and Grantee agree to maintain the confidentiality of any information regarding applicants for services offered by the Program pursuant to this Agreement or their immediate families, which may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other source. Without the written permission of the applicant, or his or her Guardian, such information shall be provided to City only as necessary for purposes related to the performance of evaluation of the services or work to be provided pursuant to this Agreement, and then only to persons having responsibilities under the contract, including those furnishing services under the program through subcontracts.

Section 5. Records and Reports

The Grantee shall provide to the City's Community Development Manager or his/her designee, a Monthly Activity Report, in a form determined by the City, so that the City may meet its record keeping and reporting requirements to HUD. These reports shall be due by the fifteenth day of each month following the end of the month, and will reflect the prior month's activities. As required by the City and HUD, Grantee shall maintain adequate records to support the reported statistics regarding beneficiary characteristics and services provided. Such records shall be made available for inspection by the City at City's principal place of business (440 Harcourt Avenue, Seaside, California), HUD or designated agents thereof upon request as specified in 24 CFR Part 570, Sections 570.502(a)(16), 570.506, and 570.508. The Grantee shall maintain all records required by the regulations specified in 24 CFR Part 570.506, and that are pertinent to the activities funded under this agreement; including but not limited to:

- a. records that demonstrate activities meet one of the National Objectives of the CDBG program;
- b. records required to determine the eligibility of activities;
- c. records documenting compliance with fair housing and equal opportunity components of the CDBG program;
- d. financial records as required by 24 CFR 570.502 and 24 CFR 200; agreeing to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
- e. records that demonstrate client eligibility for services provided including but not limited to client name, address, income, or other basis for determining

- eligibility, and description of service provided, reports of milestones and schedules of programs as requested, outlined in 24 CFR Parts 200 etc.
- f. Other records necessary to document compliance with Subpart K of 24 CFR Part 570
 - g. Annual Program Narrative Report **shall be due within 15 days of the contact termination** *(data to be reported on prior years activities)*

The grantee shall retain all records specified under this Agreement for a period of five years after the termination of the Agreement.

Section 6: Insurance

- a. Grantee shall, throughout the duration of this Agreement maintain comprehensive general liability and property insurance covering all operations of the Grantee, its agents and employees, performed in connection with this Agreement including, but not limited to premises and automobile.

- b. Grantee shall maintain the following minimum limits:

General Liability:

Combined Single Limit Per Occurrence	\$ 1 million
General Aggregate	\$ 2 million

(The policy shall cover on an occurrence or an accident basis, and not on a claims made basis.)

Automobile Liability:

Combined Single Limit Per Occurrence	\$1 million
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(The policy shall cover on an occurrence or an accident basis, and not on a claims made basis.)

Worker's Compensation with Full Liability Coverage

- c. All insurance companies with the exception of Workers Compensation and professional errors and omissions affording coverage to the Grantee shall be required to add the City of Seaside, its officers, employees, agents, and volunteers as additional "insureds" by endorsement under the insurance policy and shall stipulate that this insurance policy will operate as primary insurance and that no other insurance affected by the City or other named insured will be called upon to contribute to a loss covered thereunder. The policy shall contain no special limitations on the scope of protections afforded to City its officers, employees, agents, or volunteers. Workers' compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Grantee, its employees, agents and subcontractors.
- d. All insurance companies affording coverage to the Grantee 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 shall be written insurers with a current A.M. Best Rating of "A-" or better, and a financial size of "VII" or greater.

- e. All insurance companies affording coverage shall provide thirty (30) days written notice to the City of Seaside should the policy be canceled or reduced in coverage before the expiration date. For the purposes of this notice requirement, any material change prior to expiration shall be considered cancellation.
- f. Grantee shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, in a form satisfactory to the City's Risk Manager, concurrently with the submittal of this Agreement. A statement on the insurance certificate which states that the insurance company "will endeavor" to notify the certificate holder, "but failure to mail such notice shall impose no obligation or liability to any kind upon the company, its agents or representatives" does not satisfy the requirement of subsection (e) herein. The Grantee shall ensure that the above quoted language is stricken from the certificate by the authorized representative of the insurance company. The insurance certificate shall also state the unpaid limits of the policy.
- g. Grantee shall provide a substitute certificate of insurance no later than thirty (30) days prior to the policy expiration date. Failure by the Grantee to provide such a substitution and extend the policy expiration date shall be considered a default by the Grantee. In the event Grantee is unable to provide a substitute certificate of insurance within the time prescribed in this subsection, Grantee shall provide written confirmation of renewal in a form satisfactory to the City, to act as proof of insurance only until such time as a certificate of insurance has been received by City.
- h. Maintenance of insurance by the Grantee as specified in the Agreement shall in no way be interpreted as relieving the Grantee of any responsibility whatever and the Grantee may carry, at its own expense, such additional insurance as it deems necessary.

Section 7. Indemnification and Hold Harmless

Grantee shall indemnify, defend and hold City and its officers, employees, agents, and volunteers harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury loss of life, or damage to any property, or any violation of any federal, state, or municipal law or ordinance, or other cause in connection with the acts or omission of Grantee, its employees, subcontractors, or agents, arising from this Agreement and the Grantee's service hereunder, except for any such claim arising out of the sole negligence or willful misconduct of the City, its officers, employees, agents or volunteers. It is understood that the duty of Grantee to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code, and that Grantee shall at its own expense, upon written request by the City, defend any such suit or

action brought against the city, its officers, agents or employees. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve Grantee from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any such damages or claims for damages.

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

Section 8. Subcontracts

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

Prior to Grantee entering into any agreement for any person or organization to render said services, the Grantee shall obtain written approval from the Community Development Manager or his/her designee. Such subcontracts, together with all other activities by or on behalf of the Grantee, shall not require payment in excess of the City's portion of the total project budget as stated in Part I, Section 4 b, of this Agreement. The subcontractor shall be subject to the same terms and conditions that the Grantee is subject to under this Agreement and the Grantee shall ensure the terms of this Agreement are expressly set forth in any agreements in it may have with any such subcontractors. The City shall in no event be liable to any subcontractor or any other creditor of the Grantee, and shall be liable to the Grantee only in accordance with the terms and conditions of this Agreement.

Section 9. Amendment

Where it is determined by the Community Development Manager or his/her designee that there is a need to make any change in the project, fiscal procedures, or the terms and conditions of this Agreement (including any changes necessary to comply with changes in Federal, State or local laws or regulations), such change shall be incorporated by written amendment to this Agreement and approved by the City Council, and by the Grantee, provided that adjustments in line items within the total approved budget, and minor changes in the nature and scope of services specified in the Agreement, may be approved by the City Manager or his/her designee.

Section 10. Assignment

There shall be no assignment of rights or obligations under this Agreement without prior written approval of the Community Development Manager. This Agreement restricts the right of the Grantee to assign rights and responsibilities and restricts the right to modify this Agreement. Written notification requesting reassignment of modifications to effectuate the assignment and the modification of the rights and responsibilities under the Agreement must be requested along with a current copy of the IRS letter regarding tax status on any possible

merges. Any changes of this agreement must be signed by the Board of Directors, of the Grantee, if a corporation, or the management if not a corporation, and the City of Seaside.

Section 11. Suspension and Termination

If Grantee materially fails to comply with any term of this Agreement, the City may suspend or terminate the Agreement in whole or in part. The City or Grantee may terminate the Agreement with or without cause. The Grantee may terminate the Agreement upon no less than thirty (30) days receipt of written notice, setting forth the reasons for such termination and the effective date of such termination.

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

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

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

Section 12. Terms and Conditions

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

This Agreement and all performance hereunder is subject to the Federal regulations pertaining to the Community Development Block Grant Program, and Grantee agrees to comply with all such regulations, which are incorporated herein by reference and made a part hereof, and which are available for inspection at the City Hall.

PART II - SUPPLEMENTAL GENERAL CONDITIONS

Section 1. Program Income

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

Section 2. Uniform Administrative Requirements

a. Establishment and Maintenance of Records: Grantee shall comply with the requirements and standards of Federal Office of Management and Budget Circular A-122, "Cost Principles for Non-Profit Organizations", and 24 CFR Part 200 24 CFR Part 200 set forth standards for use by recipients in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Federal funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable Federal statutes and Executive Orders. No additional procurement standards or requirements shall be imposed upon recipients, unless specifically required by Federal statute or Executive Order or approved by Office of Management and Budget.

24 CFR Part 570, Section 570.505 (a) through (d) states the standards -applicable to the use of real property within the recipient's control which was acquired or improved in whole or in part using CDBG funds in excess of \$25,000. These standards shall apply from the date CDBG funds are first spent for the property until five years after closeout of an entitlement recipient's participation in the entitlement CDBG Program or, with respect to other recipients, until five years after the closeout of the grant from which the assistance to the property was provided.

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

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

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

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

Grantee shall take reasonable steps to ensure meaningful access to their programs and activities by Limited English Proficient (LEP) persons while not imposing undue burdens on Grantee. Persons who do not speak English as their primary language and who have a limited ability to read, write, speak, or understand English can be "limited English proficient," or "LEP." Grantee shall assess its extent of its obligation to provide specialized LEP services using the following four factors:

- 1) The number or proportion of LEP persons eligible to be served or likely to be encountered by the program or Grantee;
- 2) The frequency with which LEP persons come in contact with the program;
- 3) The nature and importance of the program, activity, or service provided by the program to people's lives; and
- 4) The resources available to the Grantee and costs of modifying existing procedures.

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

Section 4. Executive Order No. 11063

Grantee shall not discriminate because of race, color, religion, sex, or national origin in the sale, lease, rental, or other disposition of residential property and related facilities, or in the use or occupancy thereof, if property is provided for in whole or in part by a grant of CDBG funds.

Section 5. Nondiscrimination

a. **Fair Housing Act [42 U.S.C. 3601 et seq.].** No person shall, on the grounds of race or color, religion, sex, national origin, familial status, or disability be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

b. **Age Discrimination Act of 1975 [42 U.S.C. 6101 et seq.].** No person shall, on the grounds of age, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

c. **Section 504 of the Rehabilitation Act of 1973, as amended [29 U.S.C. 794].** No otherwise qualified individual with a disability shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity under this Agreement.

i. A Grantee that employs less than fifteen (15) persons shall:

(a) Take appropriate steps to ensure effective communication with applicants, determine auxiliary aids necessary, adopt and implement procedures to ensure that interested person can obtain information concerning the existence and location of accessible services, activities, and facilities. [24 CFR §8.6]

(b). Evaluate its current policies and practices to determine whether, in whole or in part, they do not or may not meet the requirements of Section 504 and the implementing federal regulations; modify any policies and practices that do not meet the requirements; take appropriate corrective steps to remedy the discrimination revealed by the self-evaluation; maintain on file for at least three years following completion of the evaluation, make available for public inspection and provide to the responsible civil rights official a list of the interested persons consulted, a description of areas examined and any problems identified, and a description of any modifications made and of any remedial steps taken. [24 CFR §8.51]

ii. A Grantee that employs fifteen (15) persons or more shall implement (i)(a) and (i)(b) above and in addition:

- (a) Designate at least one person to coordinate its efforts to comply with the obligations imposed by Section 504 and the implementing federal regulations. [24 CFR §8.53(a)]
- (b) Adopt grievance procedures that incorporate due process standards that provide for the prompt and equitable resolution of complaints alleging any action prohibited by the obligations imposed by Section 504 and the implementing federal regulations. [24 CFR §8.53(b)]
- (c) Take appropriate initial and continuing steps to notify participants, beneficiaries, applicants and employees that the Grantee does not discriminate in admission or access to, or treatment or employment in, its federally assisted programs and activities. [24 CFR §8.54]

d. Subtitle A of Title II of the Americans with Disabilities Act of 1990 [42 U.S.C. 12131]. No qualified individual with a disability shall, on the basis of disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any public entity under this Agreement.

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

- (a) Evaluate its current services, policies, and practices, and the effects thereof, and to the extent that such do not or may not meet the requirements of Subtitle A and the implementing federal regulations, shall proceed to make the necessary modifications. [28 CFR §35.105]
- (b) Make available to applicants, participants, beneficiaries, and other interested persons information regarding the provisions of Part 35 and its applicability to the services, programs or activities of the

public entity, and make such information available to them in such a manner as the head of the entity finds necessary to apprise such persons of the protections against discrimination assured them by the Americans With Disabilities Act and Part 35. [28 CFR §35.106]

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

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

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

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

Section 6. Conflict of Interest

a. **Interest of Certain Federal Officials:** No member of or Delegate to the Congress of the United States, and no resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

b. **Interest of Members, Officers, or Employees of City, Members of Local Governing Body, or Other Officials:** No member, officer, or employee of the City, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Agreement. The Grantee shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purpose of this subparagraph.

c. Interest of Members, Officers, or Employees of Grantee and Sub-grantees:

No employees, officer or agent of Grantee or any sub-grantee shall participate in the selection, award or administration of a contract in which Federal funds are used, where, to his knowledge, he or his immediate family, partners, or organization in which he or his immediate family or partner has a financial interest or with whom he is negotiating or has any arrangement concerning prospective employment. The recipients' officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or potential contractors. Any interest on the part of the Grantee or his employees must be immediately disclosed to HUD and to the City.

Section 7. Reversion of Assets

Upon expiration of this Agreement, Grantee shall transfer to the City's CDBG fund any unexpended funds and any accounts receivable attributable to the use of CDBG funds. Residual assets derived from Grantee's use of CDBG funds, such as fixtures and equipment, shall vest with the City upon the end of this Agreement. The City reserves the right to monitor and verify the continued proper management of the Grantee's assets derived from CDBG funding, if any.

Section 8. Lobbying Prohibited

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

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

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

Section 9. Faith-based Activities

a. Faith-Based Activities Organizations: 24 CFR Part 570, Section 570.200 (j) (2) states Faith-based activities organizations that are directly funded under the CDBG program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the CDBG funded programs or services. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part, and participation must be voluntary for the beneficiaries of the HUD-funded programs or services.

b. Religious Organizations: 24 CFR Part 570, Section 570.200 (j) (3) states a religious organization that participates in the CDBG program will retain its independence from Federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its beliefs, provided that it does not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Faith-based organizations may use space in their facilities to provide CDBG-funded services without removing religious art, icon, scriptures, or other religious symbols. A CDBG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

c. Religious Discrimination: 24 CFR Part 570, Section 570.200 (j) (4) states an organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

d. Subrecipients. Any subrecipient of CDBG funds provided under this Agreement shall abide by the terms under faith-based activities as described in Title 24 CFR 570.200 (j) with religious activities.

Section 10. Audits and Inspections

The Grantee will, at any time during normal business hours and as often as the City, HUD, citizens and/or the Comptroller General of the United States may deem necessary, make available to the City, HUD, citizens in accordance with the state and/or federal or local law and/or representatives of the Comptroller General for examination of all of the Grantee's records with respect to all matters covered by this Agreement. The Grantee will permit the City at City's principal place of business (440 Harcourt Avenue, Seaside, California), HUD, citizens, notwithstanding 24 CFR 85.42(f), recipients shall provide citizens with reasonable access to records regarding the past use of CDBG funds, consistent with applicable State and local laws regarding privacy and obligations of confidentiality and/or representatives of the Comptroller General to audit, examine and make excerpts, copies or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement in accordance with local, state, or federal law.

Section 11. HUD Requirements

Unearned or other payments under this Agreement may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by HUD or the City at any time, or if the grant to the City under Title I of the Housing and Community Development Act of 1974, as amended from time to time, is suspended or terminated.

Section 12. Prohibition Against Payment of Bonus or Commissions

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

Section 13. Copyrights

If this Agreement or its performance results in a book or other copyrightable material, the author is free to copyright the work, but the Department of Housing and Urban Development and the City reserve the royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use all copyrighted material and all material which can be copyrighted.

Section 14. Patents

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

Section 15. Political Activity Prohibited

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

Section 16. Board of Directors

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

Section 17. Notices

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

City:

Craig Malin.
City Manager
City of Seaside

440 Harcourt Avenue
Seaside, California 93955
Telephone: 831-899-6700

Grantee:

Name	Melissa Kendrick
Title	Executive Director
Organization	Food Bank for Monterey County
Address	353 W Rossi St Salinas, CA 93907
Telephone	831 758-1523
email address	mkendrick@food4hungry.org

Section 18. Legal Representation

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

Section 19. Joint Representation

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

Section 20. Warranty of Authority

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

Section 21. No Waiver of Rights

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

Section 22. Counterparts

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

Section 23. No Third Party Rights

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

Section 24. Modification

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

Section 25. Severability

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

Section 26. Further Assurances

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

Section 27. Entire Agreement

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

Section 28. Rights and Obligations

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

Section 29. Attorney Fees

In case suit shall be brought to interpret or enforce this Agreement, or because of the breach of any other covenant or provision herein contained, the case shall be handled in Monterey County, California, and the prevailing party in such action shall be entitled to recover their actual attorney fees approved by a Court of competent jurisdiction in addition to such costs as may be allowed by the court. If awarded, City's attorneys' fees shall be calculated at the market rate.

Section 30. Duplication of Benefits

The CARES Act provides that the Grantee shall ensure there are adequate procedures in place to prevent any DOB as required by section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155), as amended by section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115–254; 132 Stat. 3442). HUD is requiring that each grantee have procedures to prevent the duplication of benefits when it provides financial assistance with CDBG-CV funds.

IN WITNESS WHEREOF, as authorized representatives of the CITY OF SEASIDE and FOOD BANK FOR MONTEREY COUNTY, a non-profit corporation, have executed this Agreement.

For: CITY OF SEASIDE

By: _____
Craig Malin, City Manager

For: GRANTEE

By: _____
Melissa Kendrick
Executive Director

DRAFT

ATTACHMENT A
FOOD BANK FOR MONTEREY COUNTY

PURPOSE OF FUNDING
HOME DELIVERED MEALS

SCOPE OF WORK

Providing fresh produce and basic nutritious staples to approximately 4,000 City of Seaside residents in need during this Covid-19 pandemic.

Our weekly Covid-19 drive-thru sites each serve 600-800 families. Since COVID, we have quadrupled Seaside services in order to meet the high need, which has not abated as COVID rates rise and our county remains shut down. Our programs are often clients' sole food source, especially for those who do not qualify for unemployment or other safety net services. Our senior-only site and grocery deliveries reduce both risk of hunger and Covid exposure for seniors, who were already disproportionately impacted by hunger and have the highest susceptibility to Covid.

Progress will be measured in numbers of individuals and families served and pounds of nutritious food and fresh produce distributed as well as the number of Covid-19 distribution sites. The impact is measured in the numbers we continue to serve and the qualities and varieties of nutritious food provided at all our sites.

ATTACHMENT B
FOOD BANK FOR MONTEREY COUNTY

PURPOSE OF FUNDING
FOOD DISTRIBUTION

BUDGET

Budget Category	Budget for FY2020/21
Employee Services	
Supplies and Materials	
Consumable Supplies	\$36,029
Non-Consumable Supplies	\$0
Outside Services	
Telephone	\$0
Utilities	\$0
Maintenance	\$0
Contract/Consultant Services	\$0
Other Charges	
Rent	\$0
Travel (Mileage)	\$0
Insurance	\$0
Capital Outlay	
Equipment/Furniture	\$0
Other	
Total	\$36,029



CITY OF SEASIDE STAFF REPORT

Item No.: 8.J.

TO: City Council

FROM: Craig Malin, City Manager

BY: Victor Damiani, Finance Director

DATE: April 15, 2021

**SUBJECT: AUTHORIZE CITY MANAGER OR HIS DESIGNEE TO ENTER INTO
A FIVE YEAR AGREEMENT WITH BANK OF THE WEST FOR
BANKING AND MERCHANT SERVICES**

RECOMMENDATION

Authorize City Manager or his designee to enter into a five year agreement with Bank of the West for banking and merchant services

BACKGROUND

With authorization from the City Council, staff issued an RFP for banking services on January 12, 2021. Four proposals were received from Wells Fargo Bank, US Bank, Chase Bank and Bank of the West. The proposals were reviewed and rated by a panel of three staff members. While all four banks were found to be competent to provide the services sought by the City the clear bid winner was Bank of the West. Staff is confident that Bank of the West will provide a significant upgrade over the services currently provided by Mechanic's Bank at a substantially lower cost. Current annual fees are approximately \$38K, while Bank of the West proposed fees of approximately \$36K. Furthermore, Bank of the West proposed an earnings credit rate of 0.36. This means that as long as the City's balance remains at \$14M or more all fees will be credited to zero.

FISCAL IMPACT

The City will realize savings on banking fees between \$2K and \$38K per year for five years. Savings are likely to be closer to high end of the range, or \$38K.

ATTACHMENTS

None

Reviewed for Submission to the City Council by:



Craig Malin, City Manager



CITY OF SEASIDE STAFF REPORT

Item No.: 8.K.

TO: City Council

FROM: Craig Malin, City Manager

BY: Nisha Patel, Public Works Director/City Engineer
Scott Ottmar, Senior Engineer

DATE: April 15, 2021

SUBJECT: AMEND THE CONSTRUCTION CONTRACT WITH OLYMPUS AND ASSOCIATES INC. FOR THE MUNICIPAL WATER TANK REHABILITATION PROJECT AND EXECUTE CHANGE ORDER #02 TO INCLUDE RECOATING OF INTERIOR TANK FOR AN AMOUNT NOT TO EXCEED \$114,000

RECOMMENDATION

Approve a Resolution (Attachment 1) amending construction contract with Olympus and Associates Inc. for the Municipal Water Tank Rehabilitation Project and execute change order #2 (Attachment 2) to include recoating of the north water storage tank interior for an amount not to exceed \$114,000.

BACKGROUND

The Seaside Municipal Water System owns and operates two 500,000 gallon steel potable water storage tanks. On September 3, 2020, City Council awarded a construction contract to Olympus & Associates (Olympus) for maintenance improvements, including roof recoating of the two storage tanks. The scope of work included safety improvements to the tank exterior ladders as well as operational improvement to tank gauges and hatches. The scope of work provided for spot repairs of the interior coating of the tanks, up to 500 square feet per tank. On January 21, 2021, council authorized change order #1 in the amount of \$86,970 to proceed with the complete removal and recoating of the entire exterior surface of both tanks as well as repair vents for each tank.

The interior of the tanks were visually inspected in February of 2018 from the roof hatch of the tank and did not reveal significant corrosion. The interior of the tanks were inspected by a scuba diver in 2014 and were noted as being in good condition with less

than 1% interior surface showing corrosion. Based upon the 2014 & 2018 inspections and available water fund budget, complete removal of the tank interior coating was not included in the 2020 maintenance scope of work.

The contractor has completed work on the south tank. The 500 square feet allocated for spot repairs for the south tank's interior was sufficient to address the small amount of corrosion that was anticipated. However, upon draining the north tank in preparation for rehabilitation, considerable corrosion was discovered spread across the interior surface. At the request of the contractor, on March 30, 2021 staff performed an inspection of the north tank interior. The city's consulting coating inspector and a representative of the coating material manufacturer were also present. The inspection confirmed the presence of pin hole corrosion throughout the interior coating spread evenly across approximately 75% of the lower portion the tank walls, an amount of corrosion considerably greater than the 500 square feet allocated for spot repairs.

Staff discussed repair options with the coating contractor, coating inspector and coating manufacturer during the field inspection of the tank interior. After evaluating repair options, staff recommends complete removal of the north tank wall coating interior to bare metal and application of new coating. Complete recoating of the interior ceiling is also recommended. On April 6, 2021, the contractor provided a quote in the amount of \$114,000. It is recommended to amend the contract with Olympus and Associates to recoat the interior tank walls and ceiling.

ENVIRONMENTAL COMPLIANCE

Pursuant to preliminary review of the activities associated with this Council action in accordance with Section 15061 of the California Environmental Quality Act (CEQA) Guidelines. This project is Categorical Exempt (Class 1, Existing Facilities) Article 19, Section 15301(d). The project restores or rehabilitates deteriorated or damaged structures, facilities, or mechanical equipment to meet current standards and involves negligible or no expansion or use.

FISCAL IMPACT

The adopted budget for Water Tank Recoating Project, Account (401-8910-9556) is \$545,000. Current authorized contracts and encumbrances for the project total \$538,518, leaving a balance of only \$6,500. There are insufficient funds available from within the Water Fund to allocate to complete this necessary work. It is recommended to enter into a interfund loan of \$114,000 from the City General Fund to the Municipal Water System Fund at an interest rate equal to the State of California Local Agency Investment Fund rate (March, 2021) of 0.357% for a three year term.

ATTACHMENTS

1. Resolution
 2. Change Order
-

Reviewed for Submission to the City Council by:



Craig Malin, City Manager

RESOLUTION NO. 21-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AMEND THE CONSTRUCTION CONTRACT WITH OLYMPUS AND ASSOCIATES INC. FOR THE MUNICIPAL WATER TANK REHABILITATION PROJECT AND EXECUTE CHANGE ORDER #02 TO INCLUDE RECOATING OF NORTH TANK INTERIOR FOR AN AMOUNT NOT TO EXCEED \$114,000

WHEREAS, on September 3, 2020 City Council awarded a construction contract to Olympus and Associates, Inc. (Olympus) to rehabilitate two 500,000 gallon steel water tanks, including upgrade of the exterior ladder system to bring it up to compliance with current safety code, repair areas of corrosion, and recoating of the existing exterior roof and knuckle; and

WHEREAS, the scope of work included minor spot repairs of corrosion to the tank interiors not to exceed 500 square feet; and

WHEREAS, by March 23, 2021, Olympus had completed rehabilitation to the southern water storage tank; and

WHEREAS, after draining the northern water storage tank to begin rehabilitation, extensive corrosion was discovered covering 75% of the tank interior wall & ceiling surfaces; and

WHEREAS, removing and preventing corrosion insures the longevity of the tank and protects the quality of the water being delivered; and

WHEREAS, Olympus is onsite and prepared to remove and recoat the north tank interior, saving the City the cost of returning in the future to perform coating work on a separate future project; and

WHEREAS, On April 6, 2021 Olympus provided a cost proposal for the additional removal and coating efforts, for an amount not to exceed \$114,000; and

WHEREAS, the Municipal Water System Fund does not have sufficient monies available to fund the proposed increase in contract amount to recoat the interior of the north water storage tank; and

WHEREAS, the City General Fund has sufficient balance to loan the Municipal Water System Fund; and

WHEREAS, the State of California Local Agency Investment Fund (LAIF) rate for March, 2021 is 0.357%; and

WHEREAS, in accordance with Title 14, California Code of Regulations, Section 15301, "Existing Facilities" the following actions are categorically exempt from the California Environmental Quality Act (CEQA) for maintenance of existing facilities and restoration or rehabilitation of deteriorated or damaged structures;

NOW, THEREFORE BE IT RESOLVED, the City Council of the City of Seaside authorizes the City Manager to execute a construction contract change order to Olympus and Associates, Inc. for the Municipal Water Tanks Rehabilitation Project to include recoating of the north tank interior walls and ceiling for amount not to exceed \$114,000; and

BE IT FURTHER RESOLVED, the City Council of the City of Seaside authorizes a loan to the Municipal Water System Fund in the amount of \$114,000 from the City's General Fund at the LAIF rate of 0.375% for a term of 3 years.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 15th day of April, 2021 by the following vote:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

CONTRACT CHANGE ORDER #2
CONSTRUCTION CONTRACT
MUNICIPAL WATER TANKS REHABILITATION PROJECT
City of Seaside

Date: April 7, 2021

Change Requested by: X City ___ Consultant

Contract Date

October 21, 2020

Project Name

AG 20-142: Municipal Water Tanks Rehabilitation

To (Contractor): Olympus and Associates

You are hereby requested to comply with the following changes from the Contract Plans and Specifications. The contract terms and conditions shall not be modified except for as stated herein.

Description	Unit Cost	Unit	Quantity	Total
Removal of existing interior coating for the north tank walls, roof, and center column. Application of prime coat, intermediate and finish coats as described in Proposal dated April 6, 2021 by Olympus and Associates, Inc, attachment A to this change order.	\$114,000	EA	1	\$114,000

Total of this Contract Change Order (CCO): **\$114,000.00**

Total CCO approved to date: \$ 86,970.12

Total CCO approved plus this CCO: \$200,970.12

Original Executed Contract: \$ 407,488.00

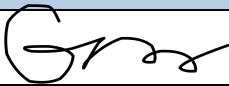
Total project cost to date: \$ 608,458.12

Reason for Change: City initiated request to expand scope of work to address significant corrosion to the interior wall and roof(ceiling) surfaces of the north water storage tank.

Time Extension	Total Extension Time	Original Completion	Current Completion
28 CD	42 CD	May 24, 2021	July 5, 2021

CONTRACT CHANGE ORDER #2
CONSTRUCTION CONTRACT
MUNICIPAL WATER TANKS REHABILITATION PROJECT
City of Seaside

This change order hereby amends the Contract, and all Contract provisions will apply hereto. The change order will become effective when approved by the authorized City representative. By signing the Change Order, the Contractor acknowledges and agrees that the stipulated compensation includes payment for all direct and indirect costs, schedule modification, extended overhead costs, all other fees, and cumulative impact on all other work under the Contract. Signing of the Change Order constitutes a full mutual accord and satisfaction for the changes, and the time and/or cost adjustment.

SUBMITTED BY:		
	Nisha Patel City Engineer / Public Works Director	
Signature	Name and Title	Date
CITY APPROVAL BY:		
	Craig Malin City Manager	
Signature	Name and Title	Date
CONTRACTOR ACCEPTANCE BY:		
	George Tsiopos President	04/07/2021
Signature	Name and Title	Date

OLYMPUS AND ASSOCIATES, INC.

dba OLYMPUS PAINTING AND SANDBLASTING

Contractors Licenses: NV 0051433, CA 77677, HI 23882, WA OLYMPAI992RK



April 6, 2021

Scott Ottmar
City of Seaside
Sottmar@ci.seaside.ca.us

Project: Municipal Water Tanks Rehabilitation
Subject: Interior Tank Coating

Dear Mr. Ottmar,

We propose the following methods and procedures for the interior coating of the tank as we discussed in yesterday's meeting:

- All areas of the walls, roof and center column will be abrasively blasted to a SSPC-SP10
- Application of a prime coat Corothane I GalvaPac 1k to the roof and rafters of the tank interior
- Application of a prime coat to the tank walls and center column using Sherwin Williams Macropoxy 646 PW
- Application of an intermediate coat to all interior surfaces (roof, rafters, center column and tank walls)
- Application of a finish coat to all interior surfaces (roof, rafters, center column and tank walls)

Time extension needed 28 days

Total for the above method: \$114,000.00

Respectfully,

Lyndsey Tsiopos



CITY OF SEASIDE STAFF REPORT

Item No.: 9.A.

TO: City Council

FROM: Craig Malin, City Manager

BY: Haroon Noori, Administrative Analyst II
Gloria Stearns, Community Development Manager

DATE: April 15, 2021

SUBJECT: APPROVE A RESOLUTION ADOPTING THE 2021-2022 ANNUAL ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

RECOMMENDATION

Approve a Resolution (**Attachment A**) in order to:

1. Adopt the FY2021-2022 Annual Action Plan (**Attachment B**);
2. Authorize the City Manager to submit the FY2021-2022 Annual Action Plan to U.S. Department of Housing and Urban Development (HUD);
3. Designate the City Manager, or the City Manager's designee, as the official representative to sign all certifications and assurances (**Attachment C**), and sub-agent agreements for the use of funds approved in the FY2021-2022 Annual Action Plan; and
4. Authorize a related budget appropriation for \$477,055 to the CDBG fund for the amounts in the Annual Action Plan.

BACKGROUND

On May 21, 2020, the Seaside City Council adopted its Five-Year 2020-2024 Consolidated Plan, which describes the City's housing and community development needs, strategies and activities to address those needs over a five-year period using entitlement grant funds provided by the U.S. Department of Housing and Urban Development (HUD). The Consolidated Plan is carried out through Annual Action Plans, which provide a concise summary of the actions, activities, and the specific federal and non-federal resources that will be used each year to address the priority needs and

specific goals identified by the Consolidated Plan. Additionally, the City operates its CDBG program on a two-year application and funding cycle. A visual illustration of this process is included in **Attachment D**.

The 2021-2022 Annual Action Plan, which covers the period of July 1, 2021 through June 30, 2022, encapsulates the second year of the 2020–2024 Consolidated Plan. All projects, activities, and funding amounts in the proposed 2021-2022 Annual Action Plan were approved by the City Council on May 21, 2020 as part of the 2020-2022 funding cycle. A summary of the May 21, 2020 City Council action is provided in **Attachment E**.

The 2021-2022 Annual Action Plan for the City of Seaside satisfies federal requirements to receive CDBG funds from HUD for program year 2021-2022.

DISCUSSION:

In program year 2021-2022, the City anticipates receiving approximately \$372,548 (\$32,833 more than last year) in CDBG funding from HUD. The City has also received \$104,507 in program income, which will be available for allocation during the 2021-2022 program year. Since the City of Seaside operates its CDBG program on a two-year application and funding cycle, all projects, activities, and funding included in the proposed FY2021-22 Annual Action Plan were approved by the Seaside City Council on May 21, 2020 as part of the 2020-2022 CDBG application and funding cycle. Staff recommends allocating the additional unanticipated amount (\$32,833) to the Ellis Park project to provide additional contingency funds. However, City Council may wish to provide alternative direction on the allocation of \$32,833.

The proposed FY2021-2022 Annual Action Plan includes the following projects and allocations:

Public Facilities and Infrastructure			
1	Boys and Girls Club	Gymnasium improvements	\$20,000
2	Community Human Services	Genesis House improvements	\$30,000
5	City of Seaside	Ellis Park accessibility improvements	\$260,555*
Subtotal			\$310,555
Public Services (capped at 15%) **			
1	Action Council-Palenke Arts	Youth enrichment workshops/classes	\$10,518

2	Village Project	After school academy	\$10,167
3	Legal Services for Seniors	Legal services for seniors	\$10,518
4	Greater Victory Temple	After school tutoring program	\$10,518
5	Girls Inc of Central Coast	Youth services	\$5,609
6	Eden Council for Hope and Opportunity	Fair housing services	\$6,640
7	Meals On Wheels of Monterey Peninsula	Home delivered meals program	\$7,012
8	Community Partnership for Youth	High school leadership/job skills program	\$10,518
Subtotal			\$71,500
CDBG Program Planning and Administration (capped at 20%)			
1	City of Seaside	CDBG Planning and Administration	\$95,000
Grant Total			\$477,055
* \$260,555 includes the additional anticipated allocation amount (i.e. 32,833). The original amount approved by the City Council was \$223,122. ** Funding for each public service activity is based on a percentage of the total amount requested multiplied by the actual public services subtotal. For example, Action Council-Pelenke Arts requested \$15,000 for each year of the funding cycle or 14.71 percent of the total funding (\$101,970) requested by all entities. To further illustrate, the \$10,518 was calculated as follows: 14.71% x \$71,500 = \$10,518.			

Should HUD change the City's FY2021-22 annual allocation, City staff will adjust the above project funding amounts accordingly.

CITIZEN PARTICIPATION AND PUBLIC OUTREACH:

The proposed FY2021-21 Annual Action Plan was posted on the CDBG Program webpage on March 12, 2021 for public review. A Public Notice (in English and Spanish - **Attachment F**) regarding the proposed FY2021-22 Annual Action Plan was also circulated in the Monterey County Weekly on March 11, 2021. The City allowed for a 30-day public comment period which began on Monday, March 15, 2021 and will end at the conclusion of the virtual public hearing during the City Council meeting on

Thursday, April 15, 2021. All public comments received during the 30-day public review period or at the public hearing will be incorporated into the FY2021-22 Annual Action Plan and submitted to HUD.

ENVIRONMENTAL REVIEW:

For purposes of the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA), budgeting is not a project. Prior to commitment or release of funds for each of the proposed projects, staff will carry out the required environmental reviews or assessments and certify that the review procedures under HUD, CEQA and NEPA regulations have been satisfied for each project.

FISCAL IMPACT

There is no fiscal impact on the General Fund.

ATTACHMENTS

1. Attachment A - 2021-22 CDBG AAP Resolution
2. Attachment B - 2021-2022 Annual Action Plan - Draft
3. Attachment C - Form 424 and Certifications
4. Attachment D - CDBG Process
5. Attachment E - 5-21-20 CC Action
6. Attachment F - PUBLIC NOTICE - Draft 2021-2022 AAP

Reviewed for Submission to the City Council by:



Craig Malin, City Manager

RESOLUTION NO. 21-
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE
APPROVING THE 2021-2022 ANNUAL ACTION PLAN FOR THE
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

WHEREAS, Title 1 of the National Affordable Housing Act requires recipients of Federal funds from the Department of Housing and Urban Development (HUD) to develop a Five -Year Consolidated and related Annual Action Plans; and

WHEREAS, the City of Seaside as a recipient of Community Development Block Grant (CDBG) funds, has an approved 2020-2024 Five-Year Consolidated Plan; and

WHEREAS, the 2021-2022 Annual Action Plan encapsulates the second year of the 2020-2024 Consolidated Plan and has been prepared to implement the strategies contained in the Five-Year Consolidated Plan; and

WHEREAS, on November 7, 2019, the City posted and published a Notice of Funding Availability (NOFA) and Mandatory 2020-2022 CDBG Funding Workshop for the 2020-2022 funding cycle; and

WHEREAS, on January 10, 2020, the eleven public services applications and seven public facilities and infrastructure applications; and

WHEREAS, on March 11, 2020, the Community Development Advisory Committee (CDAC) and the Homeless Commission met jointly to discuss applications and recommend funding allocations to the City Council; and

WHEREAS, on May 21, 2020, the City Council considered the recommendations of CDAC and the Homeless Commission and directed staff to prepare the draft 2020-2024 Consolidated Plan and the 2020-2021 Annual Action Plan using contingency provisions to make adjustments once the grant award is announced, per HUD's recommendation; and

WHEREAS, on May 21, 2020, the City Council approved funding allocations for projects and activities for a two year cycle covering both program years 2020-21 and 2021-22; and

WHEREAS, on July 2, 2020, the City Council held a public hearing and approved the 2020-2024 Consolidated Plan and the 2020-2021 Annual Action Plan; and

WHEREAS, on March 15, 2021, the City posted the draft 2021-2022 Annual Action Plan on the CDBG Program webpage and circulated a notice of public review and public hearing in the Monterey County Weekly; and

WHEREAS, the City allowed for a 30-day public review and comment period from March 15, 2021 to April 15, 2021; and

WHEREAS, on April 15, 2021, the City held a public hearing to consider adoption of the FY2021-2022 Annual Action Plan.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Seaside that the 2021-2022 Annual Action Plan for the Community Development Block Grant Program covering the designated periods, marked "Exhibit A" and made a part hereof, is hereby approved with authorization to update according to the contingency provisions, and that the City Manager is hereby authorized to sign the Application for Federal Assistance (SF-424), all certifications, assurances and other documents as may be required by HUD within 60 days after an announcement is made of the Seaside grant award amount by HUD and prior to the deadline of August 16, 2021, whichever is earlier. The 2021-2022 Seaside City Budget should include the actual allocations as well as any previous year's CDBG funding still available for expenditure via encumbrment.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 15th day of April 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk



CITY OF SEASIDE

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

2021-2022 ANNUAL ACTION PLAN

Public Comment Period: March 15 – April 15, 2021

Submit Comments to hnoori@ci.seaside.ca.us

Prepared by:

Community Development Department
440 Harcourt Ave, Seaside, CA 93955
(831) 899-6726



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Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

On May 21, 2020, the Seaside City Council adopted its Five-Year 2020-2024 Consolidated Plan, which described the City's housing and community development needs, strategies and activities to address those needs over a five-year period using entitlement grant funds provided by the U.S. Department of Housing and Urban Development (HUD). The 2021-2022 Annual Action Plan, which covers the period of July 1, 2021 through June 30, 2022, encapsulates the second year of the 2020-2024 Consolidated Plan. The 2021-2022 Annual Action Plan for the City of Seaside satisfies federal requirements to receive Community Development Block Grant (CDBG) funds from HUD for program year 2021-2022.

In program year 2021-2022, the City anticipates receiving approximately \$372,548 (\$32,833 more than last year) in CDBG funding from HUD. The City has also received \$104,507 in program income, which will be available for allocation during the 2021-2022 program year. Because the City of Seaside operates its CDBG program on a two-year application and funding cycle, all projects, activities, and funding included in this Annual Action Plan were approved by the Seaside City Council on May 21, 2020 as part of the 2020-2022 CDBG application and funding cycle. Staff has allocated the additional unanticipated allocation amount (\$32,833) to the Ellis Park project to provide additional contingency funds. However, the Seaside City Council may adjust the allocation of \$32,833 at the public hearing on April 15, 2021.

In program year 2021-2022, the City of Seaside intends to fund the following activities:

Public Facilities and Infrastructure			
1	Boys and Girls Club	Gymnasium improvements	\$20,000
2	Community Human Services	Genesis House improvements	\$30,000
5	City of Seaside	Ellis Park accessibility improvements	\$260,555
Subtotal			\$310,555
Public Services (capped at 15%)			
1	Action Council-Palenke Arts	Youth enrichment workshops/classes	\$10,518
2	Village Project	After school academy	\$10,167
3	Legal Services for Seniors	Legal services for seniors	\$10,518
4	Greater Victory Temple	After school tutoring program	\$10,518
5	Girls Inc of Central Coast	Youth services	\$5,609
6	Eden Council for Hope and Opportunity	Fair housing services	\$6,640
7	Meals On Wheels of Monterey Peninsula	Home delivered meals program	\$7,012
8	Community Partnership for Youth	High School leadership/job skills program	\$10,518
Subtotal			\$71,500
CDBG Program Planning and Administration (capped at 20%)			
1	City of Seaside	CDBG Planning and Administration	\$95,000
Grant Total			\$477,055

2. Summarize the objectives and outcomes identified in the Plan

The four-year CDBG program objectives identified in the 2020-2024 Consolidated Plan and in the First Substantial Amendment to the FY2020-21 Annual Action Plan are summarized below. FY2021-22 objectives and outcomes are described in the "Annual Goals and Objectives" section of this document.

- Access to community and social services
- Improve accessibility to persons with disabilities
- Provide quality facilities and infrastructure
- Promote beautification
- Assist microbusinesses
- Prevent, prepare for, and respond to the coronavirus pandemic

3. Evaluation of past performance

Each year, the City is required to submit a Consolidated Annual Performance Evaluation Report (CAPER) to HUD, which reports on the activities that were funded with CDBG funds. The CAPER reports the amount spent on each project activity and the number of beneficiaries assisted. The City has submitted the required reports each year, and HUD has accepted the reports each year. The City of Seaside evaluates past performance and makes adjustments as needed to better serve the needs of the community. Additionally, all projects funded with CDBG funds are subject to annual monitoring to ensure compliance with HUD standards.

Both during program year 2019-2020 and 2020-2021 (current year), the City of Seaside utilized CDBG and CDBG-CV allocations appropriately and has continued to make progress toward accomplishing the goals and objectives established in the 2020-2024 Consolidated Plan. While some projects have successfully been completed, other projects are well underway and on track to be completed by June 30, 2021.

Because the public service, and public facilities and infrastructure projects the City funded with CDBG funds in 2019-20 and 2020-21 have been enormously successful, the City of Seaside will continue to fund most of FY2019-20 projects in FY2021-22 as well which is consistent with the governing goals and objectives of the 2020-2024 Consolidated Plan.

4. Summary of Citizen Participation Process and consultation process

The City of Seaside has embraced a comprehensive Citizen Participation and consultation process that includes broad participation from the community. At each step in the process, the City ensures that low-and-moderate-income residents, members of minority groups, agencies involved in the provision of services to these populations, and others who are directly impacted by the programs and projects supported by the Consolidated Plan programs are actively involved. The Community and Economic Development Department staff conducted extensive outreach to engage a wide range of agencies, groups, organizations, and residents in the process of developing the 2020-2024 Five-Year Consolidated Plan and the 2020-22 funding cycle. This process included widespread public participation and input through postcards,

workshops, community meetings, and public hearings. A comprehensive narrative and timeline of the Citizen Participation and Consultation processes are described in the subsequent sections of the document.

A draft of the 2021-2022 Annual Action Plan was publicized and made available for public comment for a 30-day public comment period that began on March 15, 2021 and will conclude on April 15, 2021. A public notice (in English and Spanish) was also circulated in the Monterey County Weekly to inform the public regarding the proposed 2021-22 Annual Action Plan, the corresponding public review period, and City Council public hearing. The City will accept and consider all comments and submit to HUD. A summary of the public comments will be included in this document after the 30-day public review period has concluded.

5. Summary of public comments

This section will be completed once the 30-day public review period has concluded.

6. Summary of comments or views not accepted and the reasons for not accepting them

This section will be completed once the 30-day public review period has concluded.

7. Summary

Each year, the City of Seaside is required to prepare an Annual Action Plan specifying how resources will be allocated to address the priorities established in the Consolidated Plan. The 2021-2022 Annual Action Plan addresses all six Strategic Plan Goals from the 2020-2024 Consolidated Plan by allocating \$477,055 of CDBG funds to projects and activities to be implemented from July 1, 2021 to June 30, 2022.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Grantee	City of Seaside	Community Development

Table 1 – Responsible Agencies

Narrative (optional)

The City of Seaside Community Development division serves as the lead agency for the administration of CDBG funds.

Consolidated Plan Public Contact Information

Haroon Noori, Administrative Analyst II
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955
(831) 899-6726
hnoori@ci.seaside.ca.us

AP-10 Consultation – 91.100, 91.200(b), 91.215(I)

1. Introduction

In the process of developing the 2020-2024 Consolidated Plan and processing the 2020-2022 funding cycle applications, the City of Seaside worked with the Coalition of Homeless Services Providers (Monterey County's designated Continuum of Care (CoC) lead agency), the Monterey County Housing Authority Development Corporation (HDC), housing and service providers, and other local jurisdictions.

The City of Seaside will accept comments on the proposed 2021-2022 Annual Action Plan during a 30-day public comment period as well as at a public City Council hearing on April 15, 2021.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I))

The City of Seaside works collaboratively in all of its housing and community development efforts with other local governments, nonprofits, advocacy groups, and citizens. This collaboration takes place through the City's cooperation with the Monterey County Continuum of Care (CoC) lead agency Coalition of Homeless Services Providers (CHSP), planning processes such as the City's Housing Element and Consolidated Plan, and the CoC 10-Year Strategy to End Homelessness. Additionally, the City consulted a variety of agencies, including local and regional nonprofits, government organizations, faith-based organizations, and other organizations involved in the development of affordable housing, creation of job opportunities for low- and moderate-income residents, and/or provision of services to children, elderly persons, persons with disabilities, persons with HIV/AIDS and their families, and homeless persons. To facilitate this consultation, the City solicited feedback through the following methods:

- Stakeholder surveys (web-based, social media, and paper surveys)
- Individual stakeholder consultations
- Community meetings
- Public hearings
- Receipt of written comments

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The CoC's Coordinator and the Coalition of Homeless Services Providers (CHSP) are in a 10-Year Strategy to End Homelessness, which involves extensive collaboration with the City of Seaside.

The City coordinates homeless prevention strategies with the CoC and CHSP. A key element of this strategy is connecting those discharged from public institutions to assistance from agencies addressing housing, health, social services, employment, education and youth needs. The City also coordinates plans for providing the most needed housing for those who are homeless or at-risk of homelessness. In addition, the City has depended on the CHSP, Monterey County and nonprofit groups to perform social services functions.

The City is also collaborating with the Coalition, Community Human Services and Gathering for Women to transform a vacant County owned property in the City into a 50 bed emergency homeless shelter.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of Seaside does not receive ESG funds from HUD. The City relies on the County of Monterey and nonprofit groups to perform these social service functions.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	Community Partnership for Youth
	Agency/Group/Organization Type	Services-Children
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Community Partnership for Youth (CPY) was consulted to understand the needs of children and youth in Seaside. This included an estimate of the number of youth in need of services. The City will strive to work with CPY to make after-school enrichment programs available for children and youth. CPY has participated in the CDAC's Community Needs Workshop and NOFA potential applicant meetings

2	Agency/Group/Organization	Salvation Army Monterey Peninsula Corps
	Agency/Group/Organization Type	Services-Victims of Domestic Violence Services-homeless Regional organization
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Homeless Needs - Families with children
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The Salvation Army was consulted to understand the needs of their transitional housing program in Seaside and services they provide. This included an estimate of the number of families in need of services including financial counseling. The Salvation Army has participated in the CDAC's Community Needs Workshop and NOFA potential applicant meetings. They are a previous Seaside CDBG subrecipient and did not apply for funding for the upcoming AAP cycle.
3	Agency/Group/Organization	ACTION COUNCIL OF MONTEREY COUNTY
	Agency/Group/Organization Type	Services-Children Services-Education
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Market Analysis
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The Action Council of Monterey County/Palenke Arts program was consulted to understand the needs of children and youth in Seaside. This included an estimate of the number of youth in need of services provided in their multi-cultural arts programs . The City will strive to work with Palenke Arts to make after-school enrichment programs available for children and youth. Palenke Arts has participated in the CDAC's Community Needs Workshop and NOFA potential applicant meetings
4	Agency/Group/Organization	Meals on Wheels of the Monterey Peninsula
	Agency/Group/Organization Type	Services-Elderly Persons Services-Persons with Disabilities
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Meals on Wheels (MOW) was consulted to understand the needs of homebound elderly frail seniors in Seaside. This included an estimate of the number of youth in need of services. The City will strive to work with MOW to make meal delivery programs available for homebound Seaside residents. MOW has participated in the CDAC's Community Needs Workshop and NOFA potential applicant meetings
5	Agency/Group/Organization	Legal Services for Seniors
	Agency/Group/Organization Type	Services-Elderly Persons Services - Victims
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Legal Services for Seniors (LSS) was consulted to understand the needs of seniors desiring legal assistance in Seaside. This included an estimate of the number of seniors in need of services. The City will strive to work with LSS senior legal programs available. LSS has participated in the CDAC's Community Needs Workshop and NOFA potential applicant meetings
6	Agency/Group/Organization	Eden Housing for Council for Hope and Opportunity (ECHO)
	Agency/Group/Organization Type	Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Eden Housing Council for Hope and Opportunity (ECHO) was consulted to understand the needs of fair housing in Seaside. This included an estimate of the number of residents in need of fair housing or tenant/landlord services. The City will strive to work with ECHO to make fair housing programs available. CPY has participated in the CDAC's Community Needs Workshop and NOFA potential applicant meetings and Analysis of Impediments to Fair Housing outreach sessions.

7	Agency/Group/Organization	Girls Inc. of the Central Coast
	Agency/Group/Organization Type	Services-Children Services-Education
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Girls, Inc. was consulted to understand the needs of children and youth in Seaside. This included an estimate of the number of youth in need of services. The City will strive to work with Girls, Inc. to make after-school enrichment programs available for children and youth. Girls, Inc. has participated in the CDAC's Community Needs Workshop and NOFA potential applicant meetings
8	Agency/Group/Organization	Greater Victory Temple Church of God in Christ
	Agency/Group/Organization Type	Services-Children Services-homeless Services-Education
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Greater Victory Temple (GVT) was consulted to understand the needs of children, and families in need in Seaside. This included an estimate of the number of persons in need of services. The City will strive to work with GVT to make after-school programs available for youth and their families including some that may be experiencing homelessness. GVT has participated in the CDAC's Community Needs Workshop and NOFA potential applicant meetings
9	Agency/Group/Organization	The Village Project, Inc.
	Agency/Group/Organization Type	Services-Children Services-Education
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The Village Project (TVP) was consulted to understand the needs of children and youth in Seaside. This included an estimate of the number of youth in need of services. The City will strive to work with TVP to make after-school enrichment programs available for children and youth. TVP has participated in the CDAC's Community Needs Workshop and NOFA potential applicant meetings
10	Agency/Group/Organization	Boys and Girls Club of Monterey County
	Agency/Group/Organization Type	Services-Children
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The Boys and Girls Club was consulted to understand the needs of children and youth in Seaside. This included an estimate of the number of youth in need of services. The City will strive to work with the Boys and Girls Club to make programs available for children and youth and coordinates activities with adjoining Cutino Park. The Boys and Girls Club has participated in the CDAC's Community Needs Workshop and NOFA potential applicant meetings
11	Agency/Group/Organization	Community Human Services
	Agency/Group/Organization Type	Services-Persons with HIV/AIDS Services-homeless Services-Health
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Community Human Services (CHS) was consulted to understand the needs of persons experiencing substance abuse and homelessness in Seaside. This included an estimate of the number of persons in need of services. The City will strive to work with CHS to make facilities and programs available for persons experiencing these special needs. CHS has participated in the CDAC's Community Needs Workshop and NOFA potential applicant meetings

12	Agency/Group/Organization	Veterans Transition Center
	Agency/Group/Organization Type	Services-Persons with Disabilities Services-homeless Regional organization
	What section of the Plan was addressed by Consultation?	Homelessness Needs - Veterans
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Community Partnership for Youth (VTC) was consulted to understand the needs of veterans in Seaside. This included an estimate of the number of veterans in need of services. The City will strive to work with VTC to make housing available for homeless veterans. VTC has participated in the CDAC's Community Needs Workshop and NOFA potential applicant meetings.
13	Agency/Group/Organization	County of Monterey
	Agency/Group/Organization Type	Other government - County
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Market Analysis
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The City partnered with Monterey County (Urban County) to prepare a joint Analysis of Impediments. Collaboration included conference calls, meetings and outreach events.
14	Agency/Group/Organization	City of Salinas
	Agency/Group/Organization Type	Other government - Local Planning organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The City partnered with the City of Salinas to prepare a joint Analysis of Impediments. Collaboration included conference calls, meetings and outreach events.

15	Agency/Group/Organization	City of Monterey
	Agency/Group/Organization Type	Other government - Local Planning organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The City partnered with Monterey to prepare a joint Analysis of Impediments. Collaboration included conference calls, meetings and outreach events.
16	Agency/Group/Organization	Alliance on Aging
	Agency/Group/Organization Type	Services-Elderly Persons Regional organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Market Analysis
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Alliance on Aging has participated in CDAC workshops and indicated a need for services for seniors.
17	Agency/Group/Organization	SUN STREET CENTERS
	Agency/Group/Organization Type	Services-Persons with HIV/AIDS Services-homeless Services-Health
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Sun Street Centers has participated in CDAC workshops and indicated a need for substance abuse treatment services and associated homeless/employment challenges.

19	Agency/Group/Organization	Monterey Peninsula Unified School District
	Agency/Group/Organization Type	Services-Education Regional organization
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Monterey Peninsula Unified School District (MPUSD) was consulted to understand the needs of persons experiencing educational challenges in Seaside, particularly with the adult school. This included an estimate of the number of persons in need of services. The City will strive to work with MPUSD to make facilities and programs available for persons experiencing these special needs. MPUSD has participated in the CDAC's Community Needs Workshop, many Seaside Creates community outreach events and NOFA potential applicant meetings
20	Agency/Group/Organization	Monterey Peninsula Chamber of Commerce
	Agency/Group/Organization Type	Business Leaders Business and Civic Leaders
	What section of the Plan was addressed by Consultation?	Economic Development
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Several teams of participants canvassed Seaside Businesses on November 8, 2019 as part of the Chamber's Business Walk. The short in-person survey was able to reach many businesses at their own facility and check in with them, finding their needs and promoting community good will. Many businesses surveyed were non-English speakers.
21	Agency/Group/Organization	Gathering for Women
	Agency/Group/Organization Type	Services-Victims of Domestic Violence Services-homeless
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Homeless Needs - Families with children

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Gathering for Women is working with CHS and the City working toward opening a homeless shelter in HUD qualified census tract 137. They have been participating in CDAC activities .
22	Agency/Group/Organization	CASA of Monterey County
	Agency/Group/Organization Type	Services-Children Services-Victims of Domestic Violence Services - Victims Child Welfare Agency Regional organization
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	CASA was consulted to understand the needs of foster youth and advocacy in Seaside. This included an estimate of the number of persons in need of services. The City will strive to work with CASA to make facilities and programs available for persons experiencing these special needs. CASA has participated in the CDAC's Community Needs Workshop and NOFA potential applicant meetings
23	Agency/Group/Organization	FOOD BANK OF MONTEREY COUNTY
	Agency/Group/Organization Type	Services-Health Regional organization
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The Food Bank of Monterey County not only serves persons directly, they also work with many non-profits receiving grant funds. The City participated in a regional organization tour of their facility in fall 2019 and has reached out to them for coordination of food drives since the inception of the COVID-19 shelter in place impacts. The City will be coordinating with the Food Bank with CDBG-CV activity.
24	Agency/Group/Organization	Monterey Bay Economic Partnership
	Agency/Group/Organization Type	Housing Services - Broadband Internet Service Providers Services - Narrowing the Digital Divide Agency - Managing Flood Prone Areas Agency - Management of Public Land or Water Resources Regional organization Business and Civic Leaders
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homelessness Strategy Homelessness Needs - Veterans Non-Homeless Special Needs Economic Development Market Analysis
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Seaside is a member of the Monterey Bay Economic Partnership and participates in their twice yearly regional conferences addressing housing, water, transportation and technology. The COVID-19 pandemic has highlighted the need for broadband improvement and MBEP created a white paper on the topic. https://mbep.biz/wp-content/uploads/2020/04/MBEP-COVID-19-Response_Broadband.pdf The MBEP and Monterey Peninsula Unified School District encouraged students to use the mobile Bus hotspots internet connectivity for digital learning if connections were not available in homes in Seaside.

Identify any Agency Types not consulted and provide rationale for not consulting

The City of Seaside encourages consultation.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Leadership Council	The "Lead Me Home" 10-Year Plan to End Homelessness Goals overlaps with the Seaside Strategic Plan in the SP-40 Institutional Delivery Structure and the goal of Access to Social Services.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

In developing the 2020-2024 Consolidated Plan and processing the 2020-2022 funding cycle applications, the City conducted extensive outreach to ensure broaden citizen participation. The following a schedule of events that led to the adoption of the 2020-2024 Consolidated Plan as well as approval of the 2020-2022 funding cycle applications.

- September 2018: Held a community needs session to review the existing plan.
- September 2019: Held a public workshop at the Seaside Creates Office to conduct a SWOT analysis, review Opportunity Zones, difficult development areas and individual census tracts.
- September 2019: Online survey - 28 stakeholders responded.
- October 2019: CDAC met to review the results of the online survey and found the results were statistically significant; however, noted that the results were consistent with the workshop.
- November 7, 2019: A presentation agendized for the City Council to review needs recommended by CDAC for interested applicants for the 2020-2022 funding cycle.
- January 2020: The CDAC received online access to review the applications. A meeting was scheduled for February to provide recommendations to Council. Due to unexpected vacancies on the CDAC, in accordance with the Homeless Committee's workplan and the Citizen Participation Plan a CDAC joint meeting with the Homeless Commission considered the applications for funding for recommendations to Council.
- March 11, 2020: The eight citizen volunteers of the joint committee discussed the applications. As in 2018, the deliberations were verbal and conducted in a noticed and recorded public meeting. The agenda packet can be accessed at <https://seasideca.civicclerk.com/Web/UserControls/DocPreview.aspx?p=1&aoid=1936>. The meeting can be viewed at <https://www.youtube.com/watch?v=4uKhXZvupFo&t=12s>
- March 19, 2020: Following recommendations from the joint committee, a report was prepared for consideration at City Council on March 19 for direction to staff for items to be included in the Consolidated Plan/AAP. Due to the COVID-19 pandemic, the item was postponed.

- On April 6, 2020: Seaside submitted a waiver to HUD to extend deadlines for submittal of the CON/AAP per official guidance using the HUD suggested template. The CON/AAP would contain the CDBG-CV funding so a substantial amendment to 2019 AAP would not be necessary.
- May 21, 2020: The Council discussed the recommendations on during a virtual City Council meeting. The video link at https://www.youtube.com/watch?v=K_PVnWYDkA. Starting at 2:05 through 3:47. Written public comment received by the City Clerk via email was read into the record. CDBG-CV was discussed on the immediately following item 3:47 through 4:31. Written public comment received by the City Clerk via email was read into the record. These two topics concerning the CDBG program were discussed for a total of 2 hours and 26 minutes during the May 21 virtual City Council meeting.
- June 25, 2020: Public notice was printed in the Monterey County Weekly (advance copy online on 6/24 for the Public Hearing of the Consolidated Plan, Annual Action Plan and the amended Citizen Participation Plan). The plans were available for viewing when the notice was posted, although the stated time to start the review period was June 28.
- July 2, 2020: Council held a public hearing and approved a resolution to approve all items and authorize the City Manager to sign all forms and certifications to submit to HUD.
- January 7, 2021: The Seaside City Council convened a discussion on the conceptual review of the CDBG-CV3 funds and allocations.
- March 4, 2021: The Seaside City Council held a public hearing to discuss a Substantial Amendment to the 2020-21 Annual Action Plan to add CDBG-CV3 funds.
- March 11, 2021: A public notice was published in the Monterey County Weekly regarding the 2021-2022 Annual Action Plan being available for public review and comment during March 15, 2021 to April 15, 2021.
- March 18, 2021: The Seaside City Council approved a Substantial Amendment to the 2020-21 Annual Action Plan to add CDBG-CV3 funds.
- April 15, 2021: City Council will conduct a public hearing to discuss the draft Annual Action Plan

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Newspaper Ad	Non-English Speaking - Specify other language: Spanish Non-targeted/broad community	Newspaper ad was placed on September 5, 2019 for both the CAPER document and the September 18, 2019 Community Needs Workshop. The ad was placed in both English and Spanish in the Monterey County Weekly	over two dozen people attended the Community Needs workshop which included a brainstorming board/SWOT analysis, placement of dots and comments to show how current needs are met and future needs in each census tract	All participation was welcomed.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Public Meeting	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	Community Needs workshop held in September 2018 at Oldemeyer Center and 2019 at Seaside Creates downtown satellite office to review past goals and set new goals. Interactive activities included brainstorming, dots, consideration of past, present and future.	Comments were positive and thoughtful considering the needs of our diverse community.	All comments are appreciated.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Internet Outreach	Non-targeted/broad community	The City of Seaside/Seaside Creates Twitter page highlights activities of the Community and Economic Development teams, including the CDBG program. CDAC meetings are promoted and reported	In general, comments are supportive of City's outreach efforts		https://twitter.com/SeasideCreates
4	Internet Outreach	Non-targeted/broad community	The City of Seaside/Seaside Creates facebook page highlights activities of the Community and Economic Development teams, including the CDBG program. CDAC meetings are promoted and reported	In general, comments are supportive of City's outreach efforts	N/A	https://www.facebook.com/SeasideCreates/?ref=aymt_homepage_panel&id=ARBJ-ZgudXbDNKO7PGrAJm--2G6ZPbZfG7FR9D2J6swYqZQKxboQNT49NRXjh1JlawulZpTbFMxdUK24

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
5	Public Meeting	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	Community Development Advisory Committee Meetings are held the third Wednesday of the Month at 6:30 PM. Due to openings on the CDAC, a joint meeting with the Homeless Commission was held on 3/11/2020 to make sub recipient recommendations to City Council.	Public comment is welcomed for all topics at all meetings.	N/A	http://www.ci.seaside.ca.us/160/Community-Development-Advisory-Committee

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
6	Public Meeting	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	The Seaside City Council determines the funding for subrecipients using the recommendations from the The Council directs staff to use the determination for the Annual Action Plan, then holds a Public Hearing on the AAP. The Council meeting was a virtual meeting Zoom/YouTube . See narrative above for link to video	Emailed comments were received by the City Clerk and read into the record of the Virtual meeting held on May 21, 2020 (delayed due to COVID-19 shelter in place and Emergency declarations)	N/A	http://www.ci.seaside.ca.us/129/City-Council-Committee-Agendas

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
7	Public Hearing	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	A Public Hearing on the CON/AAP on July 2, 2020. Council Meetings have gone to a virtual format due to COVID_19. Meetings are conducted via Zoom and live streamed on the City's YouTube Channel	All comments in virtual meetings must be submitted via email to the City Clerk and read into the record during the meeting. Staff Report and agenda may be accessed in link above. City of Seaside YouTube channel is linked below.	N/A	https://www.youtube.com/channel/UC1Cu7854Ohtjpr_XV1tDvRg

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
8	Public Hearing	Non-targeted/broad community	On March 4, 2021, the City Council held a public hearing to consider the first substantial amendment to the 2020-2025 Consolidated Plan and the 2020-2021 Annual Action Plan at a regularly scheduled City Council meeting.	All comments were supportive of the recommended allocation. Some residents wished the City would allocate some funds to rental and other form of economic assistance program.	All comments were received and accepted.	https://www.youtube.com/watch?v=Iy0A09OLjNM
9	Newspaper Ad	Non-targeted/broad community Non-English Speaking - Specify other language: Spanish	On March 11, 2021, the City published a notice in the Monterey County Weekly regarding the Substantial Amendment to the Consolidated Plan and Annual Action Plan available for public comment	TBD	TBD	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
10	Public Review Period	Non-targeted/broad community Non-English Speaking - Specify other language: Spanish	Public review period from March 12, 2021 to March 18, 2021	TBD	TBD	
11	Public Hearing	Non-targeted/broad community	On March 18, 2021, the City Council held a public hearing to consider the first substantial amendment to the 2020-2025 Consolidated Plan and the 2020-2021 Annual Action Plan at a regularly scheduled City Council meeting.	TBD	TBD	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
12	Newspaper Ad	Non-targeted/broad community Non-English Speaking - Specify other language: Spanish	On March 11, 2021, the City published a Public Notice in the Monterey County Weekly regarding the draft 2021-2022 Annual Action Plan available for public comment	TBD	TBD	
13	Public Review Period	Non-targeted/broad community Non-English Speaking - Specify other language: Spanish	Public review period from March 15, 2021 to April 15, 2021	TBD	TBD	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
14	Public Hearing	Non-targeted/broad community	On April 15, 2021, the City Council will hold a public hearing to consider the draft 2021-2022 Annual Action Plan at a regularly scheduled City Council meeting.	TBD	TBD	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

In program year 2021-2022, the City anticipates receiving approximately \$372,548 (\$32,833 more than last year) in Community Development Block Grant (CDBG) funding from the U.S. Department of Housing and Urban Development (HUD). The City has also received \$104,507 in program income, which will be available for spending during the 2021-2022 program year.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	372,548	102,500	2,007	477,055	1,059,718	

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The CDBG program has no matching requirement. Applicants for funding are asked to provide financial information in their application to indicate capacity to carry out the activity/project. Applications are submitted on the City Data Services data management portal and the attachments are housed on their server. On occasion, there are projects utilizing a variety of funding

sources such as the Veterans Transition Center utilizing a combination of funding for their regional project. The City is actively pursuing grants and awards for projects not otherwise funded with CDBG monies.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City does not anticipate that the sale of publicly owned lands or properties would be used to acquire lands to achieve CDBG goals. Upgrading of infrastructure including publicly owned roads, sidewalks and public parks may address the needs in the plan particularly to improve accessibility.

Discussion

Faced with reduced resources, the City has made the choice to focus CDBG resources where the need is greatest. The community-identified areas of need are infrastructure and facilities improvements in low-income areas, including street and park accessibility improvements, and providing essential public services for youth and seniors. Activities such as the development of affordable housing and rental housing subsidy are beyond the scope of available resources. The City of Seaside paid off a Section 108 Loan during the last Consolidated Plan and has no Section 108 funds outstanding.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Access to Community and Social Services	2020	2024	Non-Homeless Special Needs Non-Housing Community Development Public Services	City of Seaside Qualified Census Tract 137	Access to community services	CDBG: \$71,500	Public service activities other than Low/Moderate Income Housing Benefit: 1285 Persons Assisted Public service activities for Low/Moderate Income Housing Benefit: 40 Households Assisted
2	Improve accessibility to persons with disabilities	2020	2024	Non-Homeless Special Needs Non-Housing Community Development	City of Seaside	Improve accessibility	CDBG: \$260,555	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 845 Persons Assisted
3	Provide Quality Facilities and Infrastructure	2020	2024	Non-Homeless Special Needs Non-Housing Community Development	City of Seaside	Provide quality facilities and infrastructure	CDBG: \$50,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 500 Persons Assisted
4	Program Administration	2020	2024	Planning and Administration	City of Seaside, program administration		CDBG: \$95,000	Other

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Access to Community and Social Services
	Goal Description	Seaside's public services component of the CDBG program serves a diverse client base and include provision of a broad range of community and social services including multiple youth enrichment programs, fair housing education, tenant-landlord assistance and counseling, and Meals on Wheels and Legal Services for Seniors.
2	Goal Name	Improve accessibility to persons with disabilities
	Goal Description	During FY2021-22, the City of Seaside will fund and commence the second phase construction of the Ellis Park accessibility improvement project.
3	Goal Name	Provide Quality Facilities and Infrastructure
	Goal Description	The CDBG program identifies publicly owned facilities and infrastructure such as, streets, playgrounds, and underground utilities, and buildings owned by non-profits that are open to the public. During 2021-2022, upgrades are scheduled for the Boys and Girls clubhouse and the Genesis House, which is a residential substance treatment center.
4	Goal Name	Program planning and administration
	Goal Description	CDBG Program planning and administration. City staff will provide overall management, coordination, and evaluation to the CDBG program, and the project delivery costs associated with bringing projects to completion

Projects

AP-35 Projects – 91.220(d)

Introduction

As part of the 2020-2022 funding cycle, on May 21, 2020, the Seaside City Council approved the following projects for the FY2021-2022 Annual Action Plan.

Projects

#	Project Name
1	2021 Boys and Girls Club Facility improvements
2	2021 Community Human Services-Genesis House facility upgrades
3	2021 Ellis Park Accessibility Improvements
4	2021 Public Services
5	2021 CDBG Planning and Administration

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Given the limited CDBG allocation, it is difficult to address all community needs. Both request for public services and public facilities and infrastructure projects far exceed the available funding. The City has made the choice to focus CDBG resources where the need is greatest. The community-identified areas of need are infrastructure and facilities improvements in low-income areas, including street and park accessibility improvements, and providing essential public services for youth and seniors. Activities such as the development of affordable housing and rental housing subsidy are beyond the scope of available resources.

AP-38 Project Summary

Project Summary Information

1	Project Name	Boys and Girls Club Facility improvements
	Target Area	City of Seaside
	Goals Supported	Provide Quality Facilities and Infrastructure
	Needs Addressed	Provide quality facilities and infrastructure
	Funding	CDBG: \$20,000
	Description	The Kitchen at the Boys & Girls Club serves meals to meet the nutritional needs of 150 club members daily, ranging from 6 to 18 years of age. It is also available to the public during non-program hours for private parties and community events throughout the year. During FY2021-22, CDBG funds will be used to update commercial kitchen appliances and equipment to improve food service efficiency.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	200 low/moderate income youth regularly use the Boys and Girls Club.
	Location Description	1332 LaSalle Avenue, Seaside, CA
2	Planned Activities	Update commercial kitchen appliances and equipment to improve food service efficiency.
	Project Name	Community Human Services-Genesis House facility upgrades
	Target Area	City of Seaside Qualified Census Tract 137
	Goals Supported	Provide Quality Facilities and Infrastructure

	Needs Addressed	Provide quality facilities and infrastructure
	Funding	CDBG: \$30,000
	Description	Upgrades to the Genesis House residential treatment facility. This \$30,000 03P residential Health facility project serves LMC clientele which may also include homeless and HIV.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	130 persons will benefit per year. Genesis House is a state-licensed, residential substance abuse treatment program for adults 18 years of age and older. The co-ed program offers 28 beds for stays of 3 to 6 months. The perinatal program offers 8 beds for stays of 6 to 10 months. Children ages 0 to 5 may live with their mothers in treatment. Genesis House is accredited by CARF International.
	Location Description	Genesis House is located in three adjacent buildings at 1152 Sonoma Avenue in Seaside, CA 93955. It is located on the border of Census Block Group 1, 0136 and Census Block Group 2, 0137.
	Planned Activities	Facility upgrades to Genesis House residential substance abuse treatment facility with 36-bed capacity for men and women. Activities will include flooring and electrical upgrades for safety and energy efficiency.
3	Project Name	Ellis Park Accessibility Improvements
	Target Area	City of Seaside Qualified Census Tract 137
	Goals Supported	Improve accessibility to persons with disabilities Provide Quality Facilities and Infrastructure
	Needs Addressed	Improve accessibility Provide quality facilities and infrastructure
	Funding	CDBG: 260,555

	Description	The project includes upgrades such as wheel chair accessible ramps, pathways, and transfer stations to access the new park facilities. The project also includes installation of an ADA parking space and ramp to enter the park, as well as a ramp to enter the playground area. According to the HUD data, the proposed project is located within census tract 136, which includes a population of 845 disabled persons.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	Census data indicates that 845 Seaside mobility impaired residents can benefit from installation of wheelchair and ramp facilities at Ellis Park.
	Location Description	Ellis Park, Seaside.
	Planned Activities	Project includes upgrading wheel chair accessible ramps, pathways, and transfer stations to access the new park facilities. The project also includes installation of an ADA parking space and ramp to enter the park, as well as a ramp to enter the playground area.
4	Project Name	Public Services
	Target Area	City of Seaside
	Goals Supported	Access to Community and Social Services
	Needs Addressed	Access to community services
	Funding	CDBG: \$71,500

	Description	Public Services activities for Seaside's CDBG program. These activities are capped at 15% of the available grant and program income. All projects are LMC and the sub recipients track demographic and income data. Public Services activities approved by the City Council to be included in the Annual Action Plan include participation by: • \$10,518 - Action Council-Palenke Arts • \$10,167 - Village Project • \$10,518 - Legal Services for Seniors • \$10,518 - Greater Victory Temple • \$5,609 - Girls Inc of Central Coast • \$6,640 - Eden Council for Hope and Opportunity • \$7,012 - Meals On Wheels of Monterey Peninsula • \$10,518 - Community Partnership for Youth
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	An estimated 1285 persons and 40 very-low, low and moderate income level households are expected to benefit from the proposed activities.
	Location Description	These activities will be located throughout the City of Seaside.
	Planned Activities	Planned activities include after school programs (including tutoring, self-esteem, mentoring younger students), community meals/after school, legal services for seniors, meals on wheels for homebound and tenant/landlord fair housing services.
5	Project Name	General Administration of Seaside CDBG program
	Target Area	City of Seaside
	Goals Supported	Access to Community and Social Services
	Needs Addressed	Access to community services

Funding	CDBG: \$95,000
Description	General administration costs to administer the CDBG program. Includes staffing, legal notices, supplies (including outreach meetings and public review documents), data management services and reimbursable overhead costs. Capped per HUD at 20% of Grant and Program income. (21A) PROGRAM ADMIN
Target Date	6/30/2022
Estimate the number and type of families that will benefit from the proposed activities	Not applicable
Location Description	City of Seaside
Planned Activities	Administration of CDBG program including citizen participation activities.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The assistance will be directed to low/moderate needs throughout the City of Seaside. Should projects be proposed in HUD Qualified Census Tract 137, they will receive higher priority.

Geographic Distribution

Target Area	Percentage of Funds
City of Seaside	74
Qualified Census Tract 137	26

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

All of Seaside is considered a difficult development area by HUD, and Census Tract 137 is an Opportunity Zone and a Qualified Census Tract. Note that census tract is within the City of Seaside, but we are counting that percentage separately so that the total does not exceed 100%

Discussion

The City received requests for twice as much funding for public services projects as funding available. The COVID-19 shelter in place emergency has forced all applicants to adjust their programs and created a need for food distribution which the City addressed with CDBG-CV funds.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

Although Seaside's CDBG program has limited funding, a portion of the funds has been utilized by the Veterans Transition Center for the previous two years and will continue this year to rehabilitate blighted abandoned housing units on the former Fort Ord to become transitional housing for Seaside veterans

One Year Goals for the Number of Households to be Supported	
Homeless	15
Non-Homeless	0
Special-Needs	0
Total	15

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	15
Acquisition of Existing Units	0
Total	15

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

The Veterans Transition Center is continuing with the rehabilitation of units on the former Fort Ord for transitional Veterans Housing. This year's activities will include HVAC upgrades.

AP-60 Public Housing – 91.220(h)

Introduction

The primary public organization for affordable housing and supportive services in the City is the Housing Authority of the County of Monterey (HACM), a public housing authority whose mission is to develop and operate affordable housing and implement supportive programs. The Housing Authority manages a Section 8 Housing Choice Voucher (HCV) program and Family Self Sufficiency programs. Both programs are essential in meeting Seaside's housing needs.

Actions planned during the next year to address the needs to public housing

As of June 30, 2016, HACM has converted all public housing units countywide into Project-

Based Rental Assistance. The City will coordinate with the Leadership Council to implement the "Lead Me Home" 10 Year Plan to End Homelessness.

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

The Family Self Sufficiency Program is designed to help families become financially independent of cash aid assistance by obtaining employment. Successful participating families are rewarded with a savings account that is established by HACM. Additionally the HACM's commitment to the program participants is solidified by the HACM collaborating with a variety of local service providers that are equally interested in helping families reach their goal of self-sufficiency. Services may include career counseling, financial literacy, parenting skills and homeownership preparation

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

HACM is not identified as "troubled."

Discussion

The Housing Authority of Monterey County, the cities of Salinas, Monterey and Seaside and the County of Monterey prepared an Analysis of Impediments approved in 2019.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)
Introduction

The City of Seaside works with regional homeless assistance coordination to reduce homelessness. The lead agency is the Monterey County Department of Social Services (DSS). Two local collaborative efforts are the Coalition of Homeless Services Providers (Homeless Coalition) and Leadership Council (CoC governing body). These organizations are directly responsible for funding and program decisions for Monterey County and the City of Seaside.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

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

The City will closely coordinate with Monterey County and the Leadership Council CoC to reach out to homeless persons. As described in the "Lead Me Home" 10 Year Plan to End Homelessness, these entities will: collaborate to develop referral agreement between outreach workers and other housing and service providers and designate priority access to housing and treatment slots for clients engaged by outreach workers, develop a centralized information and referral system, streamline referrals and improve service coordination, partner hospitals with existing services to establish respite care centers and detoxification facilities, enhance

coordination with mainstream benefits programs. In these efforts, the City will act as an information and referral resource for participating housing and homeless service providers to facilitate agreements and partnerships.

The Greater Victory Temple indicated to the City Council on April 5, 2018 that they have a program in conjunction with the One Starfish program for unsheltered persons to provide meals to the community at their location and emergency shelter. The City has also instituted a Safe Parking Program.

Seaside participated in Analysis of Impediments outreach efforts through an MOU with the Cities of Salinas and Monterey, Monterey County and the Housing Authority of Monterey County to further find out the needs of the entire community and is currently exploring HEAP funding possibilities to address homeless concerns and open a shelter.

Addressing the emergency shelter and transitional housing needs of homeless persons

In FY2020-21, Gathering for Women and Community Human Services opened Case De Noche Buena, a shelter in HUD Qualified Census Tract 137. The majority of the funding was through HEAP.

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

Transitional housing services are available in Seaside through the Salvation Army. This agency has not applied for CDBG funding for the current cycle.

The Veterans Transition Center is rehabilitating duplexes for transitional veterans housing.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: 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); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The City will support projects and programs and give proposed programs and improvements that prevent homelessness higher priority. In addition, the City will promote these strategies outlined in the "Lead Me Home" plan: integration of services at the system level; enhancement

and integration of services at the client level; improving access to mainstream benefits; launch Employment First (job training); strengthen job development capacity and on-site support; economic development opportunities that will create new jobs for homeless or formerly homeless persons; plan for stability prior to release from incarceration; implement alternatives to arrest and incarceration; create universal healthcare discharge policies and transition aged-out foster youth to housing and income stability.

Discussion

Many seniors, even homeowners, face financial challenges due to limited incomes. Senior households, especially those on limited incomes, need affordable housing. Seniors also face housing challenges related to physical disabilities. Many of the disabilities are age related, including declining mobility and self-care issues that interfere with their ability to remain independent. Seniors have a variety of housing options, including:

- Independent living – seniors reside in their home or apartment with little support or care
- Assisted living facilities – senior maintains a level of independence, residing in an apartment, and receives varied levels of support and assistance such as light housekeeping, meals, transportation, and/or medication
- Residential care facilities – typically a smaller licensed facility, often with 6 or fewer residents, that provides services similar to those provided by assisted living facilities
- Intermediate care or skilled nursing facilities – a licensed facility that provides a higher, continuous level of professional care

Although a variety of housing options are available to seniors, and all housing options are available in Seaside, facilities providing supportive services and a higher level of care are expensive. Most affordable senior housing is classified as independent living and does not provide supportive services. Lower-income seniors cannot afford to take advantage of many of the housing options and consequently remain in independent living situations struggling with self-care issues. The Monterey County Department of Social Services provides a Senior Information, Referral and Assistance hotline, which is initial point of contact for people seeking information about senior services. The program specializes in information related to the needs of seniors and people with disabilities. Legal Services for Seniors provides a variety of low cost legal assistance.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

The City's General Plan Housing Element was updated in 2019 and systemically analyzes and addresses barriers to affordable housing. These include governmental, non-governmental, and environmental constraints. That analysis leads to policies and programs to address these constraints. Please find more detailed information on affordable housing in the City's Housing

Element on the City of Seaside website and at www.seaside2040.com.

The City is currently in the process of a full General Plan update and has completed the Monterey County Joint Analysis of Impediments approved in spring 2019.

Actions it planned 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

In order to produce affordable housing, the City has an inclusionary housing ordinance. The ordinance requires that for all new developments, at least 20 percent of new units constructed must be restricted for occupancy by moderate, low or very low income households. For further information, refer to Chapter 17.31, Affordable Housing Requirements, of the Seaside Code of Ordinances at the following on the City of Seaside website.

To expedite project facilitation and provide internal support to project applicants, the City has also established a planning permit review process. When required, permit review takes place before any necessary building permits or business licenses are applied for and are intended to ensure that new development is compatible with surrounding neighborhoods and planned future development.

Discussion:

The state mandated emergency shelter ordinance was approved by the City Council in early 2018. The City of Seaside's approved an updated Housing Element in December 2019. Five agencies in Monterey County, including Seaside completed a joint Analysis of Impediments approved in 2019.

AP-85 Other Actions – 91.220(k)

Introduction:

This section describes the City's actions to address underserved needs, maintain affordable housing, reduce lead based paint hazards, reduce poverty, develop institutional structure, and enhance public-private coordination.

Actions planned to address obstacles to meeting underserved needs

Use CDBG funds targeted to public facilities and infrastructure to make ADA accessibility improvements. Use CDBG funds targeted to public services to support organizations that assisted underserved populations.

During the program year, the City will work with several organizations that focus on increasing

self-sufficiency among lower-income populations. These organizations included the Legal Services for Seniors, which provides a legal services pertaining to housing, health, and finances for elderly residents; drug rehabilitation provided by Community Human Services. Services to help youth start off on the right path include Community Partnership for Youth, Boys and Girls Club of Monterey County, The Village Project, Girls, Inc. and ECHO fair housing services. CDBG funded projects include Section 3 policies to help reduce the number of poverty level families.

Housing programs have been limited as a result of a lack of resources and staffing available to the City. The city does not plan to revive façade improvement programs for homeowners or small businesses in the plan year. The City plans to support the "Lead Me Home" Plan in its efforts to build an affordable housing pipeline and coordination with HACM in rehabilitating and upgrading affordable housing units.

The Coalition's participation in HUD's Homeless Assistance Programs will pay for the development, rehabilitation, or leasing of housing for homeless persons and also for supportive services for those persons. In addition to applying for funding for the previously listed emergency and transitional housing, most all of which offer supportive services, the Coalition also assisted numerous non-profit and other agencies in applying for funding through the Homeless Assistance portion of HUD's program to provide supportive and self-sufficiency services.

These supportive and self-sufficiency services include educational and vocational services which focus on social, living, interpersonal, study and job skills. Linkage to other services and services providers is also provided. In many of the housing projects, Monterey County Behavioral Health provides case coordination and representative payees. Additional services provided in some facilities include reintegration, full case management, life skills, and substance abuse counseling.

The City is actively encouraging the building of Accessory Dwelling Units as a means of increasing the housing stock in an affordable manner.

The City of Seaside will continue to support public and non-profit agencies in utilizing programs that assist homeless persons to make the transition to permanent housing and independent living through maintaining these existing supportive services. New development on the former Fort Ord lands will have a 20% affordable housing requirement per the Fort Ord Reuse Plan.

Actions planned to reduce lead-based paint hazards

The City will mitigate lead based paint through public facilities improvements, and educate participants on the hazards of lead based paint. In addition, all rehabilitation contracts for public facilities or other rehabilitation projects funded through the City include provisions for work necessary to eliminate any existing lead based paint hazards on applicable surfaces. If lead hazards are discovered in a residential or a commercial building, the agency responsible for

abatement would be the Monterey Bay Air Resources District.

Brochures bringing awareness to the lead based paint danger are available at the Seaside Creates satellite office and on the City Website.

Actions planned to reduce the number of poverty-level families

Public services help the recipients of services save funds that may have been spent otherwise (such as food for homebound seniors, legal services, tutoring or childcare for youth, tenant-landlord assistance, etc).

The City plans to use the CDBG-CV funds for food and meals distribution as unemployment in hospitality and retail sectors skyrocketed during shelter in place. This will help citizens use their limited funds for other needs.

Actions planned to develop institutional structure

The City will continue to use CDBG Administration funds to implement the Consolidated Plan and Annual Action Plans, address the Analysis of Impediments to Fair Housing, complete annual CAPER reports, and comply with HUD regulations. The City will also continue to support institutions that provide housing and services for low income populations with CDBG Public Services funds, and by providing other forms of support available to the City.

Actions planned to enhance coordination between public and private housing and social service agencies

The City will continue to support regional planning efforts such as the Leadership Council CoC and the "Lead Me Home" 10 Year Strategy to End Homelessness as well as joining forces with the other CDBG recipient agencies in Monterey County for an analysis of impediments. During the April 5, 2018 City Council meeting, the NAACP and Legal Services for Seniors indicated that they currently provide tenant-landlord assistance in Seaside. ECHO Housing has applied for CDBG funding to institute a presence in Seaside for their tenant-landlord and fair housing services.

Discussion:

The 2020-2022 application cycle increased the number of applicants for funding and the variety of projects and services offered to be provided. The requests far exceeded the funding levels expected.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction:

The City of Seaside CDBG program is focused on low/moderate income persons and the large response to the Notice of Funding Availability serves to illustrate the need for funding to serve this population.

Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

- | | |
|--|----------|
| 1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed | 0 |
| 2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan. | 0 |
| 3. The amount of surplus funds from urban renewal settlements | 0 |
| 4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan | 0 |
| 5. The amount of income from float-funded activities | 0 |
| Total Program Income: | 0 |

Other CDBG Requirements

- | | |
|---|-----|
| 1. The amount of urgent need activities | 0 |
| 2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan. | 95% |

Application for Federal Assistance SF-424

*** 1. Type of Submission:**

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

*** 2. Type of Application:**

- ☒ New
☐ Continuation
☐ Revision

*** If Revision, select appropriate letter(s):**

*** Other (Specify):**

*** 3. Date Received:**

4. Applicant Identifier:

Seaside, CA

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

B-21-MC-06-0006

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*** a. Legal Name:**

Seaside, CA

*** b. Employer/Taxpayer Identification Number (EIN/TIN):**

94-6022439

*** c. Organizational DUNS:**

0926288910000

d. Address:

*** Street1:**

440 Harcourt Avenue

Street2:

*** City:**

Seaside

County/Parish:

*** State:**

CA: California

Province:

*** Country:**

USA: UNITED STATES

*** Zip / Postal Code:**

93955-4708

e. Organizational Unit:

Department Name:

Community Development

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

*** First Name:**

Haroon

Middle Name:

*** Last Name:**

Noori

Suffix:

Title: Administrative Analyst II

Organizational Affiliation:

*** Telephone Number:**

(831) 899-6726

Fax Number:

*** Email:** hnoori@ci.seaside.ca.us

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

US Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14.218

CFDA Title:

Community Development Block Grant (CDBG)

* 12. Funding Opportunity Number:

B-21-MC-06-0006

* Title:

Community Development Block Grant (CDBG)

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

Community Development Block Grant (CDBG) funds to be used for public services, public facilities and improvements, and CDBG program planning and administration

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:*** a. Applicant * b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:* a. Start Date: * b. End Date: **18. Estimated Funding (\$):**

* a. Federal	372,548.00
* b. Applicant	
* c. State	
* d. Local	
* e. Other	2,007.00
* f. Program Income	102,500.00
* g. TOTAL	477,055.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title: * Telephone Number: Fax Number: * Email:

* Signature of Authorized Representative:

* Date Signed:

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2022

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE City Manager
APPLICANT ORGANIZATION City of Seaside, California	DATE SUBMITTED 04/07/2021

SF-424D (Rev. 7-97) Back

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 135.

Signature of Authorized Official

Date

Title

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) 2020 [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws -- It will comply with applicable laws.

Signature of Authorized Official

Date

Title

Community Development Block Grant Certification FOR CDBG-CV funds

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

Signature of Authorized Official

Date

Title

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If it plans to provide tenant-based rental assistance, the tenant-based rental assistance is an essential element of its consolidated plan.

Eligible Activities and Costs -- It is using and will use HOME funds for eligible activities and costs, as described in 24 CFR §§92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in §92.214.

Subsidy layering -- Before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

Signature of Authorized Official

Date

Title

Emergency Solutions Grants Certifications

The Emergency Solutions Grants Program recipient certifies that:

Major rehabilitation/conversion/renovation – If an emergency shelter's rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation.

If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion.

In all other cases where ESG funds are used for renovation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

Essential Services and Operating Costs – In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the recipient will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long the recipient serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

Renovation – Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

Supportive Services – The recipient will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal State, local, and private assistance available for these individuals.

Matching Funds – The recipient will obtain matching amounts required under 24 CFR 576.201.

Confidentiality – The recipient has established and is implementing procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

Homeless Persons Involvement – To the maximum extent practicable, the recipient will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, in providing services assisted under the ESG program, and in providing services for occupants of facilities assisted under the program.

Consolidated Plan – All activities the recipient undertakes with assistance under ESG are consistent with its consolidated plan.

Discharge Policy – The recipient will establish and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

Signature of Authorized Official

Date

Title

Housing Opportunities for Persons With AIDS Certifications

The HOPWA grantee certifies that:

Activities -- Activities funded under the program will meet urgent needs that are not being met by available public and private sources.

Building -- Any building or structure assisted under that program shall be operated for the purpose specified in the consolidated plan:

1. For a period of not less than 10 years in the case of assistance involving new construction, substantial rehabilitation, or acquisition of a facility,
2. For a period of not less than 3 years in the case of assistance involving non-substantial rehabilitation or repair of a building or structure.

Signature of Authorized Official

Date

Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

Lobbying Certification

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.



2020-2022 CDBG Application and Funding Cycle
Approved by Seaside City Council on May 21, 2020

Approved Public Service Projects for 2020-2022				
Organization	Annual Funding Requested (\$)	Annual Funding Requested (%)	20-21 Funding	21-22 Funding
Action Council-Palenke Arts	\$15,000	14.71%	\$10,486	\$10,518
Village Project	\$14,500	14.22%	\$10,136	\$10,167
Legal Services for Seniors	\$15,000	14.71%	\$10,486	\$10,518
Greater Victory Temple	\$15,000	14.71%	\$10,486	\$10,518
Girls Inc of Central Coast	\$8,000	7.85%	\$5,593	\$5,609
ECHO	\$9,470	9.29%	\$6,620	\$6,640
Meals On Wheels	\$10,000	9.81%	\$6,991	\$7,012
Community Partnership for Youth	\$15,000	14.71%	\$10,486	\$10,518
TOTAL	\$101,970	100%	\$71,284	\$71,500

Approved Public Facilities and Infrastructure Projects for 2020-2022		
Organization	FY20-21 Funding	FY21-22 Funding
Boys and Girls Club	\$70,000	\$20,000
Community Human Services	\$30,000	\$30,000
MPUSD - garden-based classroom	\$20,000	\$0
MPUSD - classroom rehab	\$42,786	\$0
City of Seaside - Ellis Park	\$112,829	\$223,122
Veterans Transition Center	\$40,000	\$0
TOTAL	\$315,615	\$273,122



**NOTICE OF PUBLIC REVIEW AND PUBLIC HEARING
PROPOSED 2021-2022 ANNUAL ACTION PLAN
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM**

NOTICE IS HEREBY GIVEN that the City of Seaside is developing its FY2021-22 Annual Action Plan, which will be for public review and comment from March 15, 2021 to April 15, 2021 on the City's website (<https://www.ci.seaside.ca.us/262/Community-Development-Block-Grant-CDBG>). The 2021-22 Annual Action Plan is a one-year plan to address the community development and low- and moderate-income housing needs in the City of Seaside. The 2021-2022 Annual Action Plan, which covers the period of July 1, 2021 through June 30, 2022, encapsulates the second year of the 2020–2024 Consolidated Plan. The 2021-2022 Annual Action Plan for the City of Seaside satisfies federal requirements to receive Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD) for program year 2021-2022.

FURTHER NOTICE IS HEREBY GIVEN that the City Council will consider the draft 2021-2022 Annual Action Plan for adoption during a public hearing on Thursday, April 15, 2021, at 7:00 p.m. The City Council meeting can be watched online via the City's YouTube channel at https://www.youtube.com/channel/UC1Cu7854Ohtjpr_XV1tDvRg or by joining the Zoom webinar. The Zoom webinar details will be included in the City Council meeting agenda which can be accessed at <https://www.ci.seaside.ca.us/129/City-Council-Committee-Agendas>.

PUBLIC COMMENT

Citizens and interested parties are invited to review the draft 2021-2022 Annual Action Plan and submit comments by no later than 5pm on Thursday, April 15, 2021. Comments may be provided by phone, regular mail, or email via the contact information listed below. The City also encourages the public to attend the City Council public hearing at 7:00 p.m. on Thursday, April 15, 2021.

Haroon Noori, Administrative Analyst II
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955
Phone: 831-899-6726
Fax: 831-899-6211
Email: hnoori@ci.seaside.ca.us

**AVISO DE REVISIÓN Y AUDIENCIA PÚBLICA
PROPUESTO PLAN DE ACCIÓN ANUAL 2021-2022
PROGRAMA DE SUBVENCIONES EN BLOQUE PARA EL DESARROLLO COMUNITARIO**

POR ESTE MEDIO SE DA AVISO de que la Ciudad de Seaside está desarrollando su Plan de Acción Anual 2021-2022, que estará abierto para revisión y comentarios públicos desde el 15 de marzo de 2021 al 15 de abril de 2021 en el sitio web de la Ciudad (<https://www.ci.seaside.ca.us/262/Community-Development-Block-Grant-CDBG>). El Plan de Acción Anual 2021-2022 es un plan de un año hecho para abordar el desarrollo de la comunidad y las necesidades de vivienda para personas de ingresos bajos o moderados en la ciudad de Seaside. El Plan de Acción Anual 2021-2022, que cubre el período del 1 de julio de 2021 al 30 de junio de 2022, encapsula el segundo año del Plan Consolidado 2020-2024. El Plan de Acción Anual 2021-2022 para la Ciudad de Seaside satisface los requisitos federales para recibir fondos del programa de Subvenciones en Bloque para el Desarrollo Comunitario (CDBG por sus siglas en inglés) del Departamento de Vivienda y Desarrollo Urbano de los EE. UU. (HUD por sus siglas en inglés) para el año del programa 2021-2022.

POR ESTE MEDIO SE DA UN AVISO ADICIONAL de que el Concejo Municipal considerará el borrador del Plan de Acción Anual 2021-2022 para su adopción durante una audiencia pública el jueves 15 de abril de 2021 a las 7:00 p.m. La reunión del Ayuntamiento se puede ver en línea a través del canal de YouTube de la ciudad en https://www.youtube.com/channel/UC1Cu7854Ohtjpr_XV1tDvRg o a través del servicio de videoconferencias de Zoom. Los detalles de la videoconferencia de Zoom se incluirán en la agenda de la reunión del Ayuntamiento, la que se puede acceder a través del hipervínculo: <https://www.ci.seaside.ca.us/129/City-Council-Committee-Agendas>.

COMENTARIO PÚBLICO

Se invita a todos los ciudadanos e interesados a revisar el borrador del Plan de Acción Anual 2021-2022 y enviar sus comentarios antes de las 5 p.m. del jueves 15 de abril de 2021. Los comentarios pueden enviarse por teléfono, correo postal o correo electrónico a través de la información de contacto que se indica a continuación. El gobierno de la Ciudad de Seaside invita al público a asistir a la audiencia pública del Concejo Municipal que se llevará a cabo el jueves 15 de abril a las 7:00 p.m.

Haroon Noori, analista administrativo II
Ciudad de Seaside
440 Harcourt Avenue
Seaside, CA 93955
Teléfono: 831-899-6726
Fax: 831-899-6211
Correo electrónico: hnoori@ci.seaside.ca.us



CITY OF SEASIDE STAFF REPORT

Item No.: 10.A.

TO: City Council

FROM: Craig Malin, City Manager

BY: Gloria Stearns, Community Development Manager

DATE: April 15, 2021

**SUBJECT: DISCUSS AND MAKE RECOMMENDATIONS FOR THE
COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY
(CEDS) REPORT AND ISSUE LETTER OF SUPPORT TO
MONTEREY COUNTY**

RECOMMENDATION

Approve a letter of support to Monterey County Board of Supervisors for CEDS to include items per Council recommendation.

BACKGROUND

Monterey County worked with a number of partners, including the City of Seaside, to assist with the creation of the 2021-2026 Comprehensive Economic Development Strategy report. The draft is currently open for public comment and is available here:

<https://www.co.monterey.ca.us/home/showpublisheddocument?id=100520>

The CEDS is a document that goes to the US Department of Commerce Economic Development Administration (EDA) and serves as the basis of several funding opportunities. The County followed the required federal process, with the assistance of consultants, and produced a report with the help of partners from sectors such as: tourism and hospitality professionals, agriculture and vintners, educators, small business owners, nonprofit partners, and community partners including, but not limited to Cities of Salinas, Seaside, Monterey, Pacific Grove, Marina, Gonzales, Greenfield, Sand City, Del Rey Oaks, Carmel-by-the-Sea, Soledad, King City, and the County.

The goal of the report is to identify economic development needs, and outline actions that will help improve the economy. Actions may include identifying funding sources from federal and state resources.

The CEDS is updated every five years, which allows participants to be eligible for EDA funding under its Public Works and Economic Adjustment Assistance programs.

It is recommended that the City of Seaside Council review the CEDS report, especially pages 87 – 92, and identify projects that should be listed in this important document, so the projects may be eligible for federal and state funding. Public comment for this important document is currently open, and the Monterey County Board of Supervisors will be hearing this item on May 4, 2021.

A draft letter of support is Attachment 1. This draft letter of support may be edited to include recommended changes from the Council at the April 15, 2021 meeting.

A link to the 2015-2020 CEDS is here, and pages 26-29 may be of interest.

[_https://www.co.monterey.ca.us/home/showpublisheddocument?id=100520_](https://www.co.monterey.ca.us/home/showpublisheddocument?id=100520)

FISCAL IMPACT

No impact on the General Fund.

ATTACHMENTS

1. Attachment 1 - CEDS Draft Letter Framework

Reviewed for Submission to the City Council by:



Craig Malin, City Manager



CITY OF SEASIDE COUNCIL

440 Harcourt Avenue
Seaside, CA 93955

Telephone (831) 899-6700
FAX (831) 718-8594

April 15, 2021

Monterey County Board of Supervisors
PO Box 1728
Salinas CA 93902

Dear Monterey County Board of Supervisors,

Re: CEDS – Public Comment and Letter of Support

The City of Seaside is pleased that Monterey County engages its partners to coordinate on economic development issues, especially regarding the 2021-2026 update of the Comprehensive Economic Development Strategy (CEDS) report.

The City of Seaside respectfully requests the projects listed in the table below be included in the current draft, which has been posted for public comment here:
<https://www.co.monterey.ca.us/home/showpublisheddocument?id=100520>

(Table to be supplied in advance of April 15 Council Meeting)

The City of Seaside Council conditionally supports the 2021-2026 CEDS report, and requests that the previously stated project additions be included for our full support.

If you have any further questions, please contact City Manager Craig Malin at 831 899-6701.

Thank you,

Ian N. Oglesby
Mayor of Seaside



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 10.B.

TO: City Council

FROM: Craig Malin, City Manager

BY: Craig Malin, City Manager

DATE: April 15, 2021

**SUBJECT: DISCUSS AND CONSIDER THE ESTABLISHMENT OF A
BROADWAY AVENUE "WALK OF FAME" (MAYOR PRO TEM
PACHECO)**

RECOMMENDATION

Approve the establishment of a Broadway Avenue "Walk of Fame" in honor of Seaside residents that have made significant contributions to the Community.

BACKGROUND

Mayor Pro Tem Pacheco would like to discuss the potential of creating a "Walk of Fame", to provide a unique opportunity that enhances and encourages a walkable downtown promoting businesses and recognizing local Seaside heroes.

FISCAL IMPACT

To be determined through future discussion of the potential project.

ATTACHMENTS

None

Reviewed for Submission to the City Council by:

A handwritten signature in blue ink, consisting of a stylized 'C' followed by several loops and a horizontal line.

Craig Malin, City Manager