



AGENDA

CITY OF SEASIDE
COMMUNITY DEVELOPMENT
ADVISORY COMMITTEE

REGULAR MEETING
OLDEMEYER CENTER
986 Hilby Avenue
Wednesday, July 19, 2017
6:30 PM

PLEASE TURN OFF YOUR CELL PHONES UPON ENTERING THE MEETING

1. **CALL TO ORDER**

2. **ROLL CALL (CDAC)**

Sue Hawthorne	Chairperson
John Francis	Vice Chair
Rebecca Picken	Committee Member
Clementine Bonner Klein	Committee Member
Francisco Diaz	Committee Member

3. **PUBLIC COMMENT**

4. **APPROVAL OF MINUTES**

A. **Wednesday February 15, 2017**

B. **Wednesday May 17, 2017**

5. PRESENTATION

A. **Receive a presentation on CDAC entering a new fiscal year**

PURPOSE: The purpose of this item is to receive a presentation welcoming CDAC to the new fiscal year and an overall review of procedures.

RECOMMENDATION: It is recommended that the CDAC receive the presentation

6. **OLD BUSINESS**

7. **NEW BUSINESS**

A. Election of officers for 2017-2018 fiscal year

PURPOSE: The purpose of this item is to elect a Chair and Vice Chair for CDAC for the 2017-2018 fiscal year

RECOMMENDATION: It is recommended that the CDAC elect a Chair and Vice Chair.

B. Report on the status of the 2017-2018 CDBG grant award and associated Annual Action Plan

PURPOSE: The purpose of this item is to update the CDAC on the CDBG award and status of the associated Annual Action Plan

RECOMMENDATION: It is recommended that the CDAC receive the report.

C. Regional Assessment of Fair Housing status report.

PURPOSE: The purpose of this item is to update the CDAC on the status of the search for a consultant to prepare the regional assessment of fair housing as required by HUD

RECOMMENDATION: It is recommended that the CDAC receive the report.

8. REVIEW LONG RANGE CALENDAR

A. New Long Range Calendar- 2017-2018

9. REPORTS FROM COMMITTEE MEMBERS

10. REPORTS BY STAFF

11. ADJOURNMENT

Next Regularly Scheduled Meeting:
August 16, 2017
6:30 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, they are asked to contact the City Clerk at 899-6707 no fewer than two business days prior to the meeting to allow reasonable arrangements. The City Council chamber is equipped with a portable microphone and assisted listening devices are available at all meetings.

City Council Meetings that are held in the City Council Chambers are broadcast live to all Seaside residents on Comcast Channel 25 and U-verse Channel 99. Meetings are also available through live streaming at:

<http://cyp.telvue.com/player?id=T01629&video=52314&noplaylists=1&width=400&height=300>

Videos of past meetings are available on demand through the City's website: <http://www.ci.seaside.ca.us>

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 Government Code Section 54954.2(a) or Section 54956.

		MEETING MINUTES DRAFT		
CITY OF SEASIDE				OLDEMEYER CENTER 986 HILBY AVE
COMMUNITY DEVELOPMENT ADVISORY COMMITTEE				Wednesday February 15, 2017
				6:30 P.M.
1.	CALL TO ORDER AT –			
2.	ROLL CALL – ESTABLISHMENT OF QUORUM			
	MEMBERS	Sue Hawthorne, John Francis, Sharrline Napoleon, Jessica Piombo, Rebecca Pieken, Clementine Bonner Klein		
	PRESENT:	Hawthorne, Francis, Napoleon, Piombo, Pieken, Bonner Klein		
	ABSENT:	None		
3.	PUBLIC COMMENT – None			
	APPROVAL OF MINUTES			
4.	November 16, 2016			
	<u>On motion by Member Piombo and Seconded by Member Pieken, and carried by the following vote, the CDAC approved the Meeting Minutes for November 16, 2016.</u>			
	AYES	6	COMMITTEE MEMBERS	Hawthorne, Francis, Napoleon, Piombo, Pieken, Bonner Klein
	NOES	0	COMMITTEE MEMBERS	None
	ABSENT	0	COMMITTEE MEMBERS	None
	RECUSED	0	COMMITTEE MEMBERS	None
	January 18, 2017			
	<u>On motion by Member Bonner Klein and Seconded by Member Napoleon, and carried by the following vote, the CDAC approved the Meeting Minutes for January 18, 2017.</u>			
	AYES	6	COMMITTEE MEMBERS	Hawthorne, Francis, Piombo,
	NOES	0	COMMITTEE MEMBERS	None
	ABSENT	0	COMMITTEE MEMBERS	None
	RECUSED	0	COMMITTEE MEMBERS	None

	OLD BUSINESS
5.	A. UPDATE ON POTENTIAL CONFLICT OF INTEREST ISSUES WITH CDAC COMMITTEE MEMBERS <u>In order to clarify potential conflicts of interest for the CDAC, Sharon Mikesell, Staff, reviewed , “Disqualifying financial interests” as well as “Disqualifying financial impact or effect”. Staff was advised that the City attorney has made contact with the impacted members individually regarding their unique situations and it is recommended that his directions be followed.</u>
6.	NEW BUSINESS A. REPORT ON SECOND QUARTER 2016-2017 CDBG ACTIVITIES <u>Patrice Clemons, MBI, gave the CDAC the report on the 2016-2017 second quarter CDBG activities.</u> B. PRESENTATION BY CDBG FUNDING APPLICATION TEAM FOR “CUTINO PARK ADA IMPROVEMENTS” <u>Daniel Meewis, City of Seaside Recreation Services Supervisor, gave a presentation on ADA improvements for Cutino Park including parking and restrooms.</u> C. REVIEW HUD NOTICE CPD 16-18 GUIDANCE ON SUBMITTING CONSOLIDATED PLANS AND ANNUAL ACTION PLANS FOR FISCAL YEAR (FY) 2017. <u>On February 9, 2017 the City of Seaside received an email from HUD San Francisco indicating that it is unknown when the announcement will be made for the exact amount of grant awards for the upcoming fiscal year and urges local agencies to incorporate provisions to address this unknown factor in their Annual Action Plans.</u> D. DETERMINE FUNDING RECOMMENDATIONS FOR CITY SPONSORED PROJECTS FOR 2017-2018 CDBG FUNDING TO PRESENT TO THE CITY COUNCIL FOR INCLUSION IN THE ANNUAL ACTION PLAN. Projects sponsored by subrecipients, Community Human Services for \$30,000 for window upgrades and the Boys and Girls Club for \$49,000 for door, lock and solar upgrades were discussed and recommended during the last year’s review period as it was the first year of the two year application cycle. Funding for those projects are considered to be previously recommended. Therefore, it was not necessary for Community Human Services or the Boys and Girls Club to make a presentation during this meeting.

	<u>On motion by Member Piombo and Seconded by Member Francis, and carried by the following vote, the CDAC approves to make funding recommendations for and include proposed ADA improvements for Cutino Park in the 2017-2018 Annual Action Plan</u>		
	AYES	5	COMMITTEE MEMBERS Hawthorne, Francis, Napoeon, Piombo, Pieken
	NOES	0	COMMITTEE MEMBERS None
	ABSENT	0	COMMITTEE MEMBERS None
	RECUSED	1	COMMITTEE MEMBERS Bonner Klein
	<u>E. REVIEW CDAC CALENDAR AND MAKE ADJUSTMENTS IF NECESSARY</u> No changes were made to the Long Range Calendar at this time.		
7.	REPORTS FROM COMMITTEE MEMBERS Member Piombo informed the CDAC of recently joining the board for Community Partnership for Youth.		
8.	REPORTS BY STAFF None		
9.	ADJOURNMENT The meeting was adjourned was at 7:28p.m. <u>On motion by Member Pieken and Seconded by Member Napoleon, and carried by the following vote, the CDAC adjourned the meeting at 7:28p.m.</u>		
	AYES	6	COMMITTEE MEMBERS Hawthorne, Francis, Napoeon, Piombo, Pieken, Bonner Klein
	NOES	0	COMMITTEE MEMBERS None
	ABSENT	0	COMMITTEE MEMBERS None
	RECUSED	0	COMMITTEE MEMBERS None

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DRAFT

		MEETING MINUTES DRAFT																		
				REGULAR MEETING																
CITY OF SEASIDE				OLDEMEYER CENTER 986 HILBY AVE																
COMMUNITY DEVELOPMENT ADVISORY COMMITTEE				Wednesday, May 7, 2016																
				6:30 P.M.																
1.	CALL TO ORDER AT – 6:32 p.m.																			
2.	ROLL CALL – ESTABLISHMENT OF QUORUM																			
	MEMBERS	John Francis, Sue Hawthorne, Rebecca Pieken, Clementine Bonner Klein, Francisco Diaz																		
	PRESENT:	Hawthorne, , Bonner Klein, Diaz																		
	ABSENT:	Francis, Pieken																		
3.	PUBLIC COMMENT –																			
	None																			
	APPROVAL OF MINUTES																			
4.	March 15, 2017 <i>On motion by Member Bonner Klein and Seconded by Member Hawthorne and carried out by the following vote, the CDAC approved the Meeting Minutes for the March 15, 2017 Meeting.</i> <table><tr><td>AYES</td><td>3</td><td>COMMITTEE MEMBERS</td><td>Hawthorne, Bonner Klein, Diaz</td></tr><tr><td>NOES</td><td>0</td><td>COMMITTEE MEMBERS</td><td>None</td></tr><tr><td>ABSENT</td><td>2</td><td>COMMITTEE MEMBERS</td><td>Francis, Pieken</td></tr><tr><td>RECUSED</td><td>0</td><td>COMMITTEE MEMBERS</td><td>None</td></tr></table>				AYES	3	COMMITTEE MEMBERS	Hawthorne, Bonner Klein, Diaz	NOES	0	COMMITTEE MEMBERS	None	ABSENT	2	COMMITTEE MEMBERS	Francis, Pieken	RECUSED	0	COMMITTEE MEMBERS	None
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NOES	0	COMMITTEE MEMBERS	None																	
ABSENT	2	COMMITTEE MEMBERS	Francis, Pieken																	
RECUSED	0	COMMITTEE MEMBERS	None																	
	WELCOME NEW CDAC MEMBER																			
5.	Following the swearing in of our new CDAC member, Francisco Diaz gave the CDAC a brief overview of himself and his interest in the CDAC.																			
6.	OLD BUSINESS																			

	A. UPDATE ON CDBG NATIONAL STATUS May 2, 2017. Staff received an email from the San Francisco HUD field office that it was likely that HUD will provide allocation information and the public process could proceed using the contingency language that CDAC has already approved. As of May 11, 2017, the grant announcement for 2017-2018 has not yet been made. B. UPDATE ON SEASIDE ACTION PLAN Since the San Francisco HUD Field Office has given Seaside the go-ahead to proceed with the public comment period, a notice was published in the Monterey County Weekly on May 11, 2017 to start the required public review process for the 2017-2018 Annual Action Plan. The plan is using the projected grant award used in the CDAC review process earlier this year and includes contingency language to make adjustments for whatever the actual grant award may be. The plan was updated to reflect the new dates for public review. A presentation will be made to City Council to accept the CDAC's recommendations on June 1, 2017 with a Public Hearing on June 15, 2017 to officially close the public comment period on the draft. HUD has advised that the Annual Action Plan should not be submitted to them until the actual grant award has been made and the numbers in the plan reflect the award. It is not necessary to reopen the public comment period once the award announcement is made. The mandatory deadline for submission of the Annual Action Plan to HUD per Federal Statute is August 16, 2017. It is anticipated HUD will make the grant announcement prior to that date.
7.	NEW BUSINESS A. REPORT OF 3RD QUARTER SUBRECIPIENT ACTIVITY Patrice Clemons, MBI, gave the CDAC an update on subrecipient 3rd quarter activity. All five public service organizations have submitted their third quarterly reports. All are making progress on their programs. Of the \$69,885 CDBG funds allocated for public services in 2016-2017, 84% (\$58,752.00) has been reimbursed to the organizations. B. MEMORANDUM OF UNDERSTANDING APPROVED – REGIONAL COLLABORATION AGREEMENT FOR ASSESSMENT OF FAIR HOUSING. Five agencies in Monterey County: The County of Monterey-Urban County, The City of Monterey, the City of Salinas, the Housing Authority of the County of Monterey and the City of Seaside have entered into a Memorandum of Understanding to complete an Assessment of Fair Housing. The City of Salinas will be the lead agency for this project with a completion target prior to the submission of the next Consolidated plan for all involved agencies. Seaside's upcoming AFH submission date is scheduled for October 5, 2019. The next step in the process will be for a Request for Qualifications for a

	consultant team for the project. The City of Salinas will coordinate the process and a review team from all agencies involved will participate in the selection process. The CDAC will be involved with the outreach activities for this project as it progresses.																		
8.	REVIEW LONG RANGE CALENDAR <i>On motion by Member Bonner Klein and Seconded by Member Hawthorne and carried out by the following vote, the CDAC approved to cancel the June 21, 2017 meeting and reconvene July 19, 2017.</i> <table> <tr> <td>AYES</td><td>3</td><td>COMMITTEE MEMBERS</td><td>Hawthorne, Bonner Klein, Diaz</td></tr> <tr> <td>NOES</td><td>0</td><td>COMMITTEE MEMBERS</td><td>None</td></tr> <tr> <td>ABSENT</td><td>2</td><td>COMMITTEE MEMBERS</td><td>Francis, Pieken</td></tr> <tr> <td>RECUSED</td><td>0</td><td>COMMITTEE MEMBERS</td><td>None</td></tr> </table>			AYES	3	COMMITTEE MEMBERS	Hawthorne, Bonner Klein, Diaz	NOES	0	COMMITTEE MEMBERS	None	ABSENT	2	COMMITTEE MEMBERS	Francis, Pieken	RECUSED	0	COMMITTEE MEMBERS	None
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ABSENT	2	COMMITTEE MEMBERS	Francis, Pieken																
RECUSED	0	COMMITTEE MEMBERS	None																
9.	ADJOURNMENT at 7:45 p.m. <i>On motion by Member Hawthorne and Seconded by Member Bonner Klein and carried out by the following vote, the CDAC adjourned the Meeting at 7:45 p.m.</i> <table> <tr> <td>AYES</td><td>3</td><td>COMMITTEE MEMBERS</td><td>Hawthorne, Bonner Klein, Diaz</td></tr> <tr> <td>NOES</td><td>0</td><td>COMMITTEE MEMBERS</td><td>None</td></tr> <tr> <td>ABSENT</td><td>2</td><td>COMMITTEE MEMBERS</td><td>Francis, Pieken</td></tr> <tr> <td>RECUSED</td><td>0</td><td>COMMITTEE MEMBERS</td><td>None</td></tr> </table>			AYES	3	COMMITTEE MEMBERS	Hawthorne, Bonner Klein, Diaz	NOES	0	COMMITTEE MEMBERS	None	ABSENT	2	COMMITTEE MEMBERS	Francis, Pieken	RECUSED	0	COMMITTEE MEMBERS	None
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RECUSED	0	COMMITTEE MEMBERS	None																



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 7.B.

TO: Community Development Advisory Committee

BY: Sharon Mikesell, Administrative Analyst

DATE: July 19, 2017

SUBJECT: **Report on the status of the 2017-2018 CDBG grant award and associated Annual Action Plan**

PURPOSE

The purpose of this item is to update the CDAC on the CDBG award and status of the associated Annual Action Plan

RECOMMENDATION

It is recommended that the CDAC receive the report.

BACKGROUND

President Trump signed Public Law 115-31 on May 5, 2017 including funding for the 2017-2018 CDBG program. Since the City was assured that funding would be forthcoming, the public comment period for the Annual Action Plan with estimated figures and contingency language commenced and concluded with a Public Hearing on June 15, 2017.

On June 15, HUD announced the allocation for the Seaside program. Seaside will receive \$363,989 in grant funding.

As a result, during the public hearing, and in accordance with the recommendations that the City Council made on June 1, it was announced that all projects and subrecipients would receive more funding than they requested.

Upon further review of the CDBG finances, it was discovered that a CDBG funded home loan had been paid off during May 2017, further increasing the funding available for all subrecipients.

The Annual Action Plan was revised as requested by HUD to reflect the actual funds to be available for 2017-2018. A chart summarizing the program is attached to this memo.

The Annual Action Plan was submitted to HUD via the IDIS reporting system on June 28, 2017 at 4:32pm PDT, far in advance of the revised August 16, 2017 deadline. Seaside is awaiting final approval of the Annual Action Plan and upon receipt of the Funding Approval document, contracts will be prepared for all subrecipients.

FISCAL IMPACT

All subrecipients and projects are scheduled in the submitted Annual Action Plan to receive more funding than they requested.

ATTACHMENTS

1. Summary of Revised CDBG Funding 2017-2018
 2. Allocation Notice from HUD June 15 2017
-

CDBG funding for 2017-2018 With grant award amount and 2016 PI including Loan Payoff!

CDBG BUDGET (NEW FUNDING) for 2017-2018

Last year's grant was \$363,306

Grant award	\$363,989
Embassy Suites program income 2016	\$103,100
Loan Principal PI (a Loan was paid in full in May)	43,778
Total available	\$510,867

2017-2018 budget

\$510,867	Funds Available
- \$102,173	20% allowable Admin Cap
\$408,694	Subtotal
-\$76,630\	15% Public Service Cap
\$332,064	Subtotal
-\$15,218	Final Section 108 Payment
\$316,846	Subtotal available for all projects
-\$41,171	CHS project (adds \$11,171
-\$61,171	Boys and Girls Club Project (adds (\$11,171)
\$215,503	Cutino Park (adds \$11,171)

Grant awards were announced June 15, 2017.

Public Service Funding

Organization	2016-2017 Request	Current Funding	2017-2018 Request	Adjusted Funding
Community Partnership for Youth	\$15,000	\$16,177	\$15,000	\$17,126
Girls, Inc.	8,000	9,177	8,000	10,126
Legal Services for Seniors	15,000	16,177	15,000	17,126
Salvation Army	14,000	15,177	14,000	16,126
The Village Project	12,000	13,177	14,000*	16,126
	\$64,000	\$69,885	\$66,000	76,630

Since the 15% Public Service Cap is dependent on what the actual Grant award is, all requests were recommended to be granted with all amounts adjusted by an equal dollar amount higher or lower to award the full allotment of funds. Since funding is higher than anticipated, the actual funding for public service will be \$2,126 more than requested and all projects will be increased by \$11,171)



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-7000

OFFICE OF THE ASSISTANT SECRETARY FOR
COMMUNITY PLANNING AND DEVELOPMENT

June 15, 2017

The Honorable Ralph Rubio
Mayor of Seaside
440 Harcourt Avenue
Seaside, CA 93955-4708

Dear Mayor Rubio:

I am pleased to inform you of your jurisdiction's Fiscal Year (FY) 2017 allocations for the Office of Community Planning and Development's (CPD) formula programs, which provide funding for housing, community and economic development activities, and assistance for low and moderate-income persons and special need populations across the country. President Trump signed Public Law 115-31 on May 5, 2017, which includes FY 2017 funding for these programs. Your jurisdiction's FY 2017 available amounts are:

Community Development Block Grant (CDBG)	\$363,989
HOME Investment Partnerships (HOME)	\$ 0
Housing Opportunities for Persons with AIDS (HOPWA)	\$ 0
Emergency Solutions Grants (ESG)	\$ 0

The timing of enactment of HUD's full fiscal year appropriation has significantly shortened the window available to grantees to submit an Annual Action Plan given the effective submission deadline of **Wednesday, August 16, 2017**. The Department cannot provide relief from this deadline as it has been established pursuant to statute and HUD encourages grantees to expedite efforts to finalize and submit their Annual Action Plans. To assist in this effort, CPD has issued a waiver to reduce the public comment period associated with these plans from 30 to 14 days.⁹⁷⁰ Failure to submit an Annual Action Plan by August 16, 2017, will cause a grantee to forfeit its FY 2017 CDBG formula funding allocation. If you have questions or require assistance in preparing and submitting your Annual Action Plan, please contact your responsible CPD office.

This letter highlights several important points related to these programs. We remind grantees that CPD seeks to develop viable communities by promoting integrated approaches that provide decent housing, a suitable living environment, expand economic opportunities for low and moderate income and special needs populations including people living with HIV/AIDS. The primary means towards this end is the development of partnerships among all levels of government and the private sector, including both for-profit and non-profit organizations.

⁹⁷⁰ Waiver is available at Waiver of 24 CFR 91.105(b)(4) and 24 CFR 91.115(b)(4) for FY 2017 Action Plans for Community Planning and Development Program Funds

The Department continues to emphasize the importance of effective performance measurements in all its formula grant programs. Proper reporting in the Integrated Disbursement and Information System (IDIS) is critical to ensuring grantees are complying with program requirements and policies; providing demographic and income information about the persons that benefited from a community's activities; and allowing HUD to monitor grantees. Your ongoing attention to ensuring complete and accurate reporting of performance measurement data continues to be an invaluable resource with regard to the impact of these formula grant programs.

The Office of Community Planning and Development is looking forward to working with you to promote simple steps that will enhance the performance of these critical programs and successfully meet the challenges that our communities face. If you or any member of your staff have questions, please contact your local CPD office director.

Sincerely,

A handwritten signature in black ink, appearing to read "Cliff Taffet", with a stylized flourish at the end.

Cliff Taffet
General Deputy Assistant Secretary



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 7.C.

TO: Community Development Advisory Committee

BY: Sharon Mikesell, Administrative Analyst

DATE: July 19, 2017

SUBJECT: **Regional Assessment of Fair Housing status report.**

PURPOSE

The purpose of this item is to update the CDAC on the status of the search for a consultant to prepare the regional assessment of fair housing as required by HUD

RECOMMENDATION

It is recommended that the CDAC receive the report.

BACKGROUND

HUD requires that each agency receiving funding from them prepare an assessment of fair housing prior to submittal of their next Consolidated Plan.

The agencies in Monterey County have entered into an Memorandum of Understanding executed on April 27, 2017 to prepare a joint assessment report. This enables cost sharing and consistency for all agencies as the reports would cover the same area.

The City of Salinas is the lead agency for this project and they issued an Request for Proposals on July 7, with proposals due on August 7.

FISCAL IMPACT

Seaside's portion of the costs for the AFH will be paid by the allocation for Administration from the CDBG grant. Seaside's allocated share for the project was calculated in the MOU to be \$17,190.

ATTACHMENTS

1. Regional RFP for the AFH
-

Meeting Date: July 19, 2017



**City of Salinas
Community Development Department (CDD)
Housing Division**

**REQUEST FOR PROPOSALS (RFP)
FOR AN ASSESSMENT OF FAIR HOUSING (AFH)**

Regional Collaborating Agencies:
City of Salinas (Lead Agency)
County of Monterey – Urban County
City of Monterey
City of Seaside
Housing Authority of the County of Monterey

RFP Issued: July 7, 2017

RFP Deadline: August 7, 2017 by 5:00 p.m.

**REQUEST FOR PROPOSALS (RFP)
FOR AN ASSESSMENT OF FAIR HOUSING (AFH)**

Proposals must be submitted electronically to:
Anastacia Wyatt, Planning Manager @
anastacia.wyatt@ci.salinas.ca.us (E-mail)

OR

**City of Salinas
Community Development Department (CDD) Housing Division
Attn: Anastacia Wyatt, Planning Manager
65 W. Alisal Street (2nd Floor)
Salinas, California 93901**

By 5:00 p.m. on August 7, 2017

PROPOSALS WILL NOT BE ACCEPTED AFTER THIS DATE AND TIME

Note regarding the Public Records Act:

Government Code sections 6250, *et seq.*, the California Public Records Act (PRA) defines a public record as any writing containing information relating to the conduct of public business. The PRA provides that public records shall be disclosed upon written request and that any citizen has a right to inspect any public record unless the document is exempted from disclosure.

Be advised that any contract that eventually arises from this RFP is a public record in its entirety. In addition, all information submitted in response to this RFP is itself a public record without exception. Submission of any materials in response to this RFP constitutes a waiver by the submitting party of any claim that the information is protected from disclosure. By submitting materials, (1) you are consenting to release of such materials by the City and regional collaborating agencies if requested under the PRA without further notice to you and (2) you agree to indemnify and hold harmless the City and regional collaborating agencies for release of such information.

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SECTION I – GENERAL INFORMATION

A. STATEMENT OF INTENT

As outlined in more detail in Section II – Scope of Work, this Request for Proposals (RFP) seeks a qualified firm or individual to conduct an “Assessment of Fair Housing” (AFH), an analysis required by the U.S. Department of Housing and Urban Development (HUD). This analysis must be completed in accordance with the requirements defined in HUD’s Affirmatively Furthering Fair Housing (AFFH) Rule.¹ The AFH is an assessment of historical and existing fair housing conditions that result in goals that will be used in the development of the Consolidated Plan(s) for the County of Monterey (Urban County), City of Salinas, City of Monterey, City of Seaside, and for the development of the public housing authority (PHA) Plan for the Housing Authority of the County of Monterey. The County of Monterey (Urban County) covers the unincorporated areas of Monterey County and the Cities of Gonzales, Greenfield and Sand City.

The tentative start date and term for the proposed services is October 2, 2017 through October 5, 2019, subject to negotiation of a final fully executed City of Salinas/Contractor Agreement. The AFH must be submitted to HUD prior to October 5, 2019.

B. BACKGROUND

The Fair Housing Act² calls for HUD and its program participants to abide by the Act’s intent of promoting fair housing and equal opportunity. On July 16, 2015, HUD adopted changes to the AFFH Final Rule. These changes provide program participants with procedural guidelines and data to ensure improved and comprehensive compliance with the Fair Housing Act.

According to HUD, furthering the purposes of fair housing means:

“ . . . taking meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics. Specifically, affirmatively furthering fair housing means taking meaningful actions that, taken together, address significant disparities in housing needs and in access to opportunity, replacing segregated living patterns with truly integrated and balanced living patterns, transforming racially and ethnically concentrated areas of poverty into areas of opportunity, and fostering and maintaining compliance with civil rights and fair housing laws. The duty to affirmatively further fair housing extends to all of a program participant’s activities and programs relating to housing and urban development.”

HUD’s AFFH Final Rule requires program participants to incorporate the policies underlying the Fair Housing Act into their planning processes. Previous strategies to ensure compliance required program participants to complete an Analysis of Impediments to Fair Housing (AI). The new AFH requirement replaces the AI. The collaborating jurisdictions current AI’s can be found on the following websites below:

¹ <https://www.hudexchange.info/resources/documents/AFFH-Final-Rule.pdf>

² <http://www.fairhousingfirst.org/documents/fairhousingact.pdf>

City of Salinas

<https://www.cityofsalinas.org/our-city-services/community-development/housing-and-community-development/housing-division-documents>

County of Monterey – Urban County

<http://www.co.monterey.ca.us/government/departments-a-h/economic-development/housing>

City of Monterey

<http://monterey.org/Services/Housing/Plans-and-Reports>

City of Seaside

<http://www.ci.seaside.ca.us/>

Housing Authority of the County of Monterey

<http://www.hamonterey.org/>

Efforts to combat ongoing discrimination and increase housing choice and access to opportunity are at the core of HUD's fair housing efforts. However, to-date, HUD's fair housing efforts have required its grantees to undertake an AI to housing choice and have not been as effective as HUD intended. Under the AI planning process, HUD did not provide grantees relevant information, and did not clearly link grantees AI's to community planning efforts, such as the Consolidated Plan.

The AFH replaces the AI with a more effective and standardized assessment. In the AFH, program participants identify and evaluate fair housing issues and factors contributing to fair housing issues. The AFH is an assessment of historical and existing fair housing conditions, focusing specifically on:

1. Patterns of integration and segregation;
2. Racially and ethnically concentrated areas of poverty (R/ECAPs);
3. Disparities in access to opportunity (proficient schools, jobs, transit & low transportation costs, clean air, low exposure to poverty, high labor market engagement); and
4. Disproportionate housing needs.

As part of this new requirement, HUD will provide additional data for communities to analyze and address fair housing activities related to the expenditure of federal community development funds. To ensure fair housing choice is a priority for all residents of Monterey County, a regional AFH update approach will be conducted.

The collaborating jurisdictions (collectively, the "Collaborating Parties") include:

- The City of Salinas (Lead Agency)
- County of Monterey – Urban County
- City of Monterey
- City of Seaside
- Housing Authority of the County of Monterey

C. REQUEST FOR PROPOSAL PROCESS

This RFP seeks the submission of proposals to provide services from any and all interested and qualified organizations and/or individuals (Contractor). The Collaborating Parties seek by way of this RFP to obtain the listed services in a manner that maximizes the quality of services to the Collaborating Parties and, by extension, the citizens of Monterey County. Contractors must be able to show they are capable of performing the services requested. Such evidence includes, but is not limited to, the respondent's demonstrated competency and experience in delivering services of a similar scope and type.

SECTION II – SCOPE OF WORK

A. DESCRIPTION

The Contractor must refer to the HUD-provided checklist³ to ensure they have completed the steps required for a complete AFH.

The Collaborating Parties will:

- Provide a list of primary contacts for each participating organization;
- Provide data and assessment of the prior Analysis of Impediments (AI);
- Assist identifying local data and local knowledge;
- Assist identifying stakeholders for and participate in community meetings;
- Assist identifying contributing factors, priorities, and goals for fair housing; and
- Review and analyze data findings, recommendations and the final report.

1. Using HUD's AFH User Interface

The Contractor must use HUD's AFH user interface Integrated Disbursement and Information System (IDIS) to upload and submit the AFH to HUD.

2. Using the Assessment Tool to Complete the AFH

The Contractor should utilize HUD's Assessment Tool and HUD's AFFH Rule Guidebook as a roadmap for this work. The tool is designed to identify fair housing issues, determine the factors that significantly contribute to those issues (including what data to use), and develop a plan to overcome them. The AFH must include:

- Summary of fair housing issues and capacity; and
- Analysis of HUD-provided data, local data, and local knowledge; and
- Assessment of fair housing issues and contributing factors; and
- Identification of fair housing priorities and goals.

3. Supplementing HUD-Provided Data with Local Data and Local Knowledge

The Contractor will work with the Collaborating Parties to identify and supplement HUD-provided data with local data and local knowledge. This data includes, but is not limited to the information obtained through the community participation process. The Contractor will develop an initial list of the Collaborating Parties data required prior to beginning an in-depth analysis.

4. Analyzing Fair Housing Data

The Contractor will use HUD-provided data to assess fair housing issues and contributing factors in order to work with the Collaborating Parties to set fair housing priorities and goals for the geographic areas covered by the Collaborating Parties including the entire Monterey County. Data must provide benchmarks to allow for the measuring of trends and changes over time.

5. Analyzing HUD-Provided Maps & Tables

HUD will provide data, maps and tables through the AFFH Data and Mapping Tool. The Contractor may also provide additional relevant maps. The Contractor will

³ See Affirmatively Furthering Fair Housing Rule Guidebook. Section 7.1 of the Appendix.
<https://www.hudexchange.info/resources/documents/AFFH-Rule-Guidebook.pdf>

analyze HUD-provided maps showing racially and ethnically concentrated areas of poverty (R/ECAPs), dot density maps showing the geographic dispersion of different racial and ethnic groups, and thematic maps showing disparities in the location of proficient schools across the jurisdiction and region. HUD maps provide census tract boundaries and the borders of the jurisdiction. The Contractor will analyze HUD-provided tables including but not limited to, the percentages of various races in a jurisdiction and region, the number of public housing units within a jurisdiction, and the number of residents with a particular type of disability in a jurisdiction.

6. Developing Maps & Gathering Local Data

The Contractor is required to supplement HUD-provided maps with local data and knowledge. Local data refers to metrics, statistics, and other quantified information that are relevant to the geographic areas of analysis that can be found through a reasonable amount of search, are readily available at little or no cost, and are necessary for the completion of the AFH using the Assessment Tool. Local knowledge refers to information to be provided by the Collaborating Parties that relates to the geographic areas of analysis and is necessary for the completion of the AFH using the Assessment Tool.

Local knowledge includes information that is gathered through the community participation process and by consulting local, state, or regional planning departments, academics, and others with knowledge of the local areas or whose work affects housing. The Contractor is required to consult directly with assigned staff from the Collaborating Parties.

- 7. Facilitating a Community Participation Process – Consultation Meetings** The Contractor is required to conduct consultation meeting(s) with organizations, including but not limited to: local fair housing organizations(s), public and private housing providers, state housing coalitions, affordable housing advocates, affordable housing developers, community based organizations, tenant organizations, faith-based organizations, social service agencies, philanthropic organizations, and realtors. The Contractor will submit a list of questions to the Collaborating Parties for review prior to holding the consultation meetings. This list will be reviewed by the Collaborating Parties and approved for use during the community participation process. The Contractor will assist the Collaborating Parties in documenting the community participation process. This includes a summary of the effectiveness of outreach efforts and comments received. The documentation will include a summary of the comments, views, and recommendations, received in writing, or orally at public hearings, during the community participation process, including a summary of any comments, views, and recommendations not accepted by the Collaborating Parties and the reasons for non-acceptance. The community participation and consultation process must include organizations and other interested members of the public in the jurisdictions of each Collaborating Party, and not just those of the lead entity.

8. Facilitating a Community Participation Process – Public Meetings

The Collaborating Parties are required to provide opportunities for community participation throughout the development of the AFH. The Contractor must follow the policies and procedures described in each Collaborating Parties' Citizen Participation Plan. The Citizen Participation Plan should be used in the development of the AFH to obtain community feedback and address complaints. The Contractor is expected to prepare and provide a presentation on the Collaborating Parties' objective

to affirmatively further fair housing at several community meetings (to be agreed upon) and address public comments and questions. These comments and questions are to be summarized and included in the AFH with a listing of all public recommendations accepted or not accepted, and the reasons for the acceptance or rejection of the recommendation. Local knowledge is to be obtained from the public gatherings and utilized in the development of the AFH. The community participation process must include residents and other interested members of the public within Monterey County.

If contracted to facilitate the community participation process, the Contractor must:

- Make the HUD–provided data and any other data to be included in the AFH available to residents, public agencies, and other interested parties; and
- Conduct at least one public hearing during the development of the AFH and possibly more if mutually agreed; and
- Publish the proposed AFH in a manner that affords residents and others the opportunity to examine its content and submit comments; and
- Provide a period of not less than 30 calendar days to receive comments from residents of the community.

9. Identifying Fair Housing Contributing Factors

The identification and prioritization of contributing factors is a process intended to inform goal setting, and help identify strategies, actions, and policy responses to fair housing issues. The Contractor must identify fair housing issues and contributing factors, prioritizing those factors that limit or deny fair housing choice of access to opportunity, negatively impact fair housing, or violate civil rights compliance. The prioritization of the contributing factors must be justified.

10. Setting Fair Housing Priorities and Goals

The Contractor is required to identify at least one or more goal(s) to overcome the fair housing issues for which significant contributing factors have been identified. The Contractor is to guide the Collaborating Parties in identifying goals and setting priorities based on findings and data. HUD recommends SMART goals – Specific, Measurable, Action-Oriented, Realistic and Time-bound. For each goal, the Contractor must:

- Identify one or more contributing factors that the goal is designed to address;
- Describe how the goal relates to overcoming the identified contributing factor(s) and related fair housing issue(s);
- Identify the metrics and milestones for determining what fair housing results will be achieved, including the timeframes for achieving them; and
- Identify the responsible party for each goal.

11. Preparing and Conducting Public Presentation of Draft AFH Plan

The Contractor will submit the preliminary draft AFH to the Collaborating Parties for review and comments. The Contractor will revise the AFH according to the Collaborating Parties' changes, then submit drafts for the Collaborating Parties to review. The Contractor may be required to join the Collaborating Parties' staff at public hearings to present the draft AFH to a City Council/Board.

12. Ensuring Content of Draft AFH Plan Complies with AFFH Rule Guidebook

The Contractor must ensure the AFH complies with HUD's AFFH Rule Guidebook.

13. The Assessment Tool

The Assessment Tool outlines the required prompts and questions and includes instructions for the AFH and includes the following:

- I. Cover Sheet
- II. Executive Summary
- III. Community Participation Process
- IV. Assessment of Past Goals and Actions
- V. Fair Housing Analysis
 - a. Demographic Summary
 - b. General Issues
 - i. Segregation/Integration
 - ii. . Racially or Ethnically Concentrated Areas of Poverty (R/ECAPs)
 - iii. . Disparities in Access to Opportunity
 - iv. . Disproportionate Housing Needs
 - c. Publicly Supported Housing Analysis
 - d. Disability and Access Analysis
 - e. Fair Housing Enforcement, Outreach Capacity, and Resources
- VI. Fair Housing Goals and Priorities

14. Responding to Public Comments

The Contractor will submit the draft report to the Collaborating Parties with supporting data in electronic format. After review and acceptance of the draft report by the Collaborating Parties, the report and supporting data will be released to the public, providing them 30 calendar days to submit their comments. The Contractor will review and address comments received through the public comment period and prepare a revised AFH draft for approval by the Collaborating Parties.

15. Submitting Final AFH Plan

After the approval of the AFH by the Collaborating Agencies City Council and/or Board, the Contractor will submit the final draft AFH to HUD through the IDIS user interface for review and consideration.

16. Revising and Resubmitting the Final AFH Plan

The Contractor will be available for revision and resubmission of the final AFH draft if HUD determines the AFH is inconsistent with fair housing or civil rights requirements or if the AFH is substantially incomplete. The Collaborating Parties will make the AFH available to the public for a 30-day review and comment period and preparing responses to any comments received during the public comment period. If HUD deems the revision unacceptable, the Contractor will repeat the revision and resubmission process until HUD approves the document.

B. LENGTH OF AGREEMENT

The tentative agreement term for the proposed services is October 2, 2017 through October 5, 2019, subject to negotiation of a final fully executed City of Salinas/Contractor Agreement. The AFH must be submitted to HUD prior to October 5, 2019.

SECTION III – GENERAL TERMS AND CONDITIONS

Read All Instructions. Read the entire RFP and all enclosures before preparing your proposal.

Proposal Costs. Costs for developing proposals are entirely the responsibility of the Contractor and shall not be charged to the Collaborating Parties or otherwise reimbursed by the Collaborating Parties.

Proposal Becomes the Property of The Collaborating Parties. The RFP and all materials submitted in response to this RFP will become the property of the Collaborating Parties.

Questions and Responses Process. Submit all questions relating to this RFP to: Anastacia Wyatt, Planning Manager @ anastacia.wyatt@ci.salinas.ca.us (E-mail)

If changes to the RFP are warranted, they will be posted to the City of Salinas' website at: <https://www.cityofsalinas.org/our-city-services/community-development/housing-and-community-development/rfps-public-notice>.

It is the responsibility of each Contractor to check the website for changes and/or clarifications to the RFP prior to submitting a response. A Contractor's failure to do so will not provide a ground for protest.

Alteration of Terms and Clarifications. No alteration or variation of the terms of this RFP is valid unless made or confirmed in writing by the Collaborating Parties. Likewise, oral understandings or agreements not incorporated into the final contract are not binding on the Collaborating Parties.

If a Contractor discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the Contractor must immediately notify the Collaborating Parties of such error in writing and request modification or clarification of the document. If a Contractor fails to notify the Collaborating Parties of an error in the RFP prior to the date fixed for submission, the Contractor shall submit a response at his/her own risk, and if the Contractor enters into a contract, the Contractor shall not be entitled to additional compensation or time by reason of the error or its later correction.

Modifications or clarifications to the RFP will be posted to City of Salinas' website at: <https://www.cityofsalinas.org/our-city-services/community-development/housing-and-community-development/rfps-public-notice>

The Collaborating Parties may, at their discretion, also give electronic notice by email to all parties who have notified the Collaborating Parties of their electronic contact information in response to this RFP, but no party that fails to receive email notice has any basis for protest given that all clarifications will be available online. It is the obligation of all proposing parties to check the City of Salinas' website for updates regarding the RFP if they wish to be kept advised of clarifications prior to submitting a proposal.

Selection of Provider(s). The selection of a provider will be memorialized in the form of a City of Salinas/Contractor Agreement (see the enclosed sample template), authorized by a resolution of the City of Salinas City Council and signed by both parties.

The Collaborating Parties reserves the right to reject any or all proposals without penalty. The

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Collaborating Parties waiver of any deviation in the proposal shall in no way modify the RFP documents or excuse the Contractor from full compliance with any eventual contract.

Once a provider is selected, the agreement with that provider must still be negotiated with the Collaborating Parties. There is no contractual agreement between the selected provider unless and until the City of Salinas City Council approves the contractual agreement and both parties sign the agreement. Selection of a proposal for negotiation of contract terms and eventual submission to the City of Salinas City Council by way of an agreement does not constitute an offer, and Contractors acknowledge by submission of a proposal that no agreement is final unless and until approved by the City of Salinas City Council.

Incomplete Proposals May Be Rejected. If a Contractor fails to satisfy any of the requirements identified in this RFP, the Contractor may be considered non-responsive and the proposal may be rejected.

Contact with Employees (Collaborating Parties). As of the issuance date of this RFP and continuing until the final date for submission of proposals, all Contractors are specifically directed not to hold meetings, conferences, or technical discussions with any Collaborating Party employee for purposes of responding to this RFP except as otherwise permitted by this RFP. Any Contractor found to be acting in any way contrary to this directive may be disqualified from entering into any contract that may result from this RFP.

Contractors should submit questions or concerns about the process as stated above. Contractors should not otherwise ask any Collaborating Party employee questions about the RFP or related issues, either orally or by written communication, unless invited to do so.

Miscellaneous. This RFP is not a commitment or contract of any kind. The Collaborating Parties reserve the right to pursue any and/or all ideas generated by this RFP. The Collaborating Parties reserve the right to reject any and all proposals and/or terminate the RFP process if deemed in the best interest of the Collaborating Parties. Further, while every effort has been made to ensure the information presented in this RFP is accurate and thorough, the Collaborating Parties assume no liability for any unintentional errors or omissions in this document. The Collaborating Parties reserve the right to waive or modify any requirements of this RFP when it determines that doing so is in the best interest of the Collaborating Parties. Finally, the Collaborating Parties may revise or clarify aspects of the required services after proposals are submitted by communicating directly to some or all of the providers that submitted proposals.

Section 3 Requirements.

The Collaborating Parties highly encourage participation by local qualified firms and organizations in all aspects of contracting. The Collaborating Parties do not maintain a list of Section 3 businesses. However, the Collaborating Parties actively encourage participation of Small Business Enterprises (SBE), Minority and Women Owned Business Enterprises (M/WBE), and Section 3 businesses in all aspects of contracting. During the term of this contract, should the selected Contractor have the need to hire new employees, to the greatest extent feasible, the Contractor has the responsibility of demonstrating its efforts to hire Section 3 residents to fill those needs. The contract resulting from this solicitation is subject to Section 3 requirements.

Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u) (Section 3), requires the Collaborating Parties to ensure that employment and other economic and business opportunities are directed to public housing residents and other low-income persons, to the greatest extent feasible; particularly recipients of government housing assistance, and business concerns that provide economic opportunities to low and very low-income persons (Section 3 Residents).

SECTION IV – REQUEST FOR PROPOSALS PROCEDURES

This section describes the general RFP procedures used by the Collaborating Parties. Remaining sections of this RFP list detailed requirements.

A. TENTATIVE SCHEDULE OF EVENTS

EVENT	DATE
Release Request for Proposals	July 7, 2017
Request for Proposals Deadline	August 7, 2017 by 5:00 p.m.
Contractor Conference Calls/Interviews*	August 14 - 25, 2017
Contractor Selection*	September 8, 2017
Execute Contractor Agreement / Project Start*	October 2, 2017

*Dates are subject to change.

B. SUBMISSION OF PROPOSALS

Proposal: The RFP response must be submitted to Anastacia Wyatt, Planning Manager by August 7, 2017, 5:00 p.m. Pacific Standard Time.

All responses must be received by the stated date and time in order to be considered for award. The Collaborating Parties will not be responsible for and may not accept late proposals due to slow internet connection or for any other electronic failure (including, but not limited to, information transmission and internet connectivity failures).

By submitting a proposal, each Contractor certifies that its submission is not the result of collusion or any other activity, which would tend to directly or indirectly influence the selection process. The proposal will be used to determine the Contractor's capability of rendering the services to be provided. The failure of a Contractor to comply fully with the instructions in this RFP may eliminate its proposal from further evaluation as determined in the sole discretion of the Collaborating Parties. The Collaborating Parties reserve the right to evaluate the contents of proposals submitted in response to this RFP and to select a contractor, if any.

Proposals received late will not be opened or given any consideration for the proposed services unless doing so is deemed to be in the best interest of the Collaborating Parties, as determined in the discretion of the Collaborating Parties.

C. CONFIDENTIALITY OF PROPOSALS

California Government Code sections 6250, *et seq.*, the California Public Records Act (PRA), defines a public record as any writing containing information relating to the conduct of the

public business. The PRA provides that public records shall be disclosed upon written request and that any citizen has a right to inspect any public record unless the document is exempted from disclosure. The materials submitted in response to this RFP are subject to the PRA.

Be advised that any contract that eventually arises from this RFP is a public record in its entirety. In addition, all information submitted in response to this RFP is itself a public record without exception. Submission of any materials in response to this RFP constitutes a waiver by the submitting party of any claim that the information is protected from disclosure. By submitting materials, (1) you are consenting to release of such materials by the Collaborating Parties if requested under the PRA without further notice to you and (2) you agree to indemnify and hold harmless the Collaborating Parties for release of such information.

If the Collaborating Parties receive a request for any portion of a document submitted in response to this RFP, the Collaborating Parties will not assert any privileges that may exist on behalf of the person or entity submitting the proposal, and the Collaborating Parties reserve the right to disclose the requested materials without notice to the party who originally submitted the requested material. To the extent consistent with the PRA and applicable case law interpreting those provisions, the Collaborating Parties, and/or their respective officers, agents, and employees retain discretion to release or withhold any information submitted in response to this RFP.

Submission of a proposal constitutes a complete waiver of any claims whatsoever against the Collaborating Parties and/or their respective officers, agents, or employees that the Collaborating Parties have violated a Contractor's right to privacy, disclosed trade secrets, or caused any damage by allowing the proposal to be inspected.

D. PROPOSAL EVALUATION

All proposals received will be evaluated by an RFP Evaluation Committee comprised of representatives from each of the Collaborating Parties. During the evaluation process, the Collaborating Parties may require a Contractor's representative to answer specific questions orally and/or in writing. Once a finalist or group of finalists is selected, additional interactions or information may be required. The RFP Evaluation Committee will select the individual or firm that submits the most qualified proposal. Selection will be based on the overall strength of each proposal.

Responses to this RFP must adhere to the format for proposals detailed in Section V - PROPOSAL SUBMISSION REQUIREMENTS. The scoring criteria used as a guideline in the evaluation process will include the following:

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RFP Scoring Criteria	
Experience and Expertise With Similar Projects	*40 Points
Organizational Capacity	*15 Points
Approach to Managing the Project	*15 Points
Proposed Scope of Work and Timelines	*15 Points
Proposed Costs	*15 Points
Total	*100 Points

*Maximum number of points.

The Evaluation Committee may consider any other criteria it deems relevant, and the Evaluation Committee is free to make any recommendations it determines to be in the best interest of the Collaborating Parties. Inaccuracy of any information supplied within a proposal or other errors constitute grounds for rejection of the proposal. However, the Collaborating Parties may correct errors or contact a Contractor for clarification.

Collaborating Parties reserve the right to evaluate proposals solely based on each provider's written submission. In relation to written materials, evaluation will be performed only on the material included directly in the proposal itself unless otherwise indicated or requested by the Collaborating Parties. The proposal must be complete without relying on external websites, sales brochures, marketing materials or white papers. The Collaborating Parties reserve the right to select proposals other than those with the lowest costs.

E. PROPOSAL RECOMMENDATION

The Evaluation Committee will select a provider or providers or may recommend that the proposals be rejected. All Collaborating Parties will then come to a consensus as to whether to accept or reject the recommendations from the Evaluation Committee.

F. NOTICE TO CONTRACTORS

The Collaborating Parties are not required to give notice to Contractors in any specific format or on any particular timeline. At some point prior to execution of a final agreement for the requested services, the Collaborating Parties will notify those who submitted proposals of their non-selection. Contractors may be notified at different times depending on the needs of the Collaborating Parties.

G. PROTEST PROCESS

If a Contractor desires to protest the selection decision, the Contractor must submit by facsimile or email a written protest within five (5) business days after the delivery of the notice about the decision. The written protest should be submitted to City of Salinas staff as outlined below. Protests received after the deadline will not be accepted. Protests must be in writing, must include the name and address of the Contractor and the RFP title, and must state all the specific grounds for the protest. A protest that merely addresses a single aspect

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of the selected proposal (for example, comparing the cost of the selected proposal in relation to the non-selected proposal) is not sufficient to support a protest. A successful protest will include sufficient evidence and analysis to support a conclusion that the selected proposal, taken as a whole, is an inferior proposal.

The Collaborating Parties will respond to a protest within ten (10) business days of receiving it, and the Collaborating Parties may, at their election, set up a meeting with the Contractor to discuss the concerns raised by the protest. The decision of the Collaborating Parties will be final. The written protest must be sent to:

Anastacia Wyatt, Planning Manager
anastacia.wyatt@ci.salinas.ca.us (E-mail)
831.775.4258 (Facsimile)

SECTION V – PROPOSAL SUBMISSION REQUIREMENTS

A. GENERAL INSTRUCTIONS

- All proposals should be typewritten or prepared on a computer and have consecutively numbered pages, including any exhibits, charts, and/or other attachments.
- All proposals should adhere to the specified content and sequence of information described by this RFP.
- Submit one (1) complete hard copy or electronic copy (PDF, Microsoft Word document, etc.) version of your proposal and any required attachments to the City of Salinas Community Development Department Housing Division (Attn: Anastacia Wyatt, Planning Manager), 65 W. Alisal Street (2nd Floor), Salinas, California 93901 or electronically to Anastacia Wyatt, Planning Manager @ anastacia.wyatt@ci.salinas.ca.us.

B. COVER LETTER

Provide a one-page cover letter on your letterhead that includes the address, voice and facsimile numbers, and e-mail address of the contact person or persons. List the name and title of each person authorized to represent the Contractor in negotiations.

Unless the Contractor is an individual, all proposals must be signed with a firm/company/partnership/entity name and by a responsible officer or employee indicating that officer or employee's authorization to commit the Contractor to the terms of the proposal. Obligations assumed by such signature must be fulfilled.

C. SPECIFIED CONTENT AND SEQUENCE OF INFORMATION IN THE RFP

Each proposal should include sections addressing the following information in the order shown in the following section. The Contractor should be sure to include all information that it feels will enable the Evaluation Committee and, ultimately, the Collaborating Parties to make a decision. Failure of the Contractor to provide specific detailed information may result in its proposal being rejected in favor of a sufficiently detailed proposal. Any necessary exhibits or other information, including information not specifically requested by this RFP but that you feel would be helpful, should be attached to the end of the proposal. The party submitting the materials should keep in mind the limitations on confidential information described in Section IV.

D. TABBING OF SECTIONS

Be sure your proposal is properly tabbed using the following sections:

TAB 1 - Qualifications and Experience:

- 1) Provide a statement of qualifications for your organization, including an organization chart, a statement of the size of firm, a description of services provided by your organization, and a statement of the extent of experience/history providing the services requested by this RFP.
- 2) How many full time employees (FTEs) do you plan to assign to this project if you are

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selected? Where will the employees be based? What is the expectation of staffing for community outreach sessions?

- 3) How many people in total does your company employ? Delineate between employees and consultants.
- 4) If applicable, list the professional qualifications for each individual that would be assigned to provide services requested by this RFP, including date and educational institutions of any applicable degrees, additional applicable training, and any professional certifications and/or licensing. In lieu of listing this information, you may submit a resume for each such individual if the resume includes all the requested information.

TAB 2 - Proposed Approach:

This section describes your proposed approach for meeting the services required by the Collaborating Parties, as listed above. Relevant considerations include the quality and feasibility of your approach to meeting these needs, the manner in which you plan to provide adequate staffing (if applicable), and equipment or other resources provided by you (if applicable). Keep these considerations in mind as you respond to the following:

- 1) Describe how you will fulfill the needs of the Collaborating Parties described in this RFP. Attach a project plan, if appropriate including the preferred method of contact with the Collaborating Parties (i.e. email, conference calls, physical meetings, dropbox, etc...).
- 2) List your needs for physical space and/or equipment at the Collaborating Parties during this engagement, if any, aside from space or equipment that would be provided by the Collaborating Parties as an obvious aspect of the requested services (for example, computers to document services, etc.).
- 3) Identify how you will meet all other aspects of the scope of work and related requirements stated above. List any items that you cannot provide.

TAB 3 - Customer Service:

- 1) In the event of a routine problem, who is to be contacted within your organization?
- 2) In the event of the identification of a problem by the Collaborating Parties, their clients, and/or other applicable constituents, describe how you will address such problems and the timeframe for addressing them.

TAB 4 - Claims, Licensure and Non-Discrimination Violations Against Your Organization:

- 1) List any current licensure or non-discrimination claims against you/your organization and those having occurred in the past five years, especially any resulting in claims or legal judgments against you.

TAB 5 - Cost Analysis and Budget for Scope of Work:

- 1) Provide an itemized budget and a detailed explanation for all costs associated with you providing the requested services if you are selected.
 - a. Please itemize and provide a proposal of costs including the community participation process detailed in Section II.A.7. and II.A.8.
- 2) Please list all person(s) names and job titles associated with the project along with each person(s) hourly rates.
- 3) Please specify if billing will be charged on an hourly basis and/or by specific tasks.

- 4) Is travel time to the Collaborating Parties and other required locations expected to be billable? If so, how will travel time invoices be calculated?
- 5) Include start-up costs if any.
- 6) Include a project timeline (should include important milestones).

TAB 6 - References:

List at least three (3) business references for which you have recently provided similar services. Include contact names, titles, phone numbers and e-mail addresses for all references provided.

TAB 7 - Statement of Compliance with City of Salinas Contractual Requirements:

A sample of the City of Salinas' standard contract (Attachment 1) is attached to this RFP. Each proposal must include a statement of the Contractor's commitment and ability to comply with each of the terms of the City of Salinas' standard contract, including but not limited to the following:

- 1) The City's non-discrimination policy
- 2) The City's hold harmless provision
- 3) The City's insurance requirements
- 4) All other provisions of the standard contract

The proposal must state any objections to any terms in the City of Salinas' contract template and provide an explanation for the inability to comply with the required term(s). If no objections are stated, the Collaborating Parties will assume the Contractor is prepared to sign the City of Salinas' standard contract template as-is.

NOTE: The sample standard contract attached to this RFP is a template and does not constitute the final agreement to be prepared for the proposer that is selected. Please do not attempt to insert missing information and complete the attached sample. Once a proposer is selected, the City of Salinas will work with the selected proposer to draft a proposer-specific contract. However, each proposal should address the general terms of the standard contract as outlined in this section.

SECTION VI – ATTACHMENTS

Attachment 1: Professional Services Agreement Template
Attachment 2: Declaration of Local Business Enterprise
Attachment 3: Conflict of Interest Statement

**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
THE CITY OF SALINAS AND _____**

This Agreement for Professional Services (the "Agreement") is made and entered into this 18th day of October 24, 2016, by and between the **City of Salinas**, a California charter city and municipal corporation (hereinafter "City"), and _____, a California corporation, (hereinafter "Consultant").

RECITALS

WHEREAS, Consultant represents that it is specially trained, experienced, and competent to perform the special services which will be required by this Agreement; and

WHEREAS, Consultant is willing to render such professional services, as hereinafter defined, on the following terms and conditions.

NOW, THEREFORE, City and Consultant agree as follows:

TERMS

1. **Scope of Service.** The project contemplated and the scope of Consultant's services are described in **Exhibit A**, attached hereto and incorporated herein by reference.
2. **Term; Completion Schedule.** This Agreement shall commence on _____, 2011, and shall terminate on _____, 2012, unless extended in writing by either party upon thirty (30) days written notice. This Agreement may be extended only upon mutual written consent of the parties, and may be terminated only pursuant to the terms of Section 17 of this Agreement. Consultant shall fully comply with all time-lines for performance of its consulting services set forth in **Exhibit A**.
3. **Compensation.** City hereby agrees to pay Consultant for services rendered the City pursuant to this Agreement on a time and materials basis according to the hourly rates of compensation set forth in **Exhibit A**.
4. **Billing.** Consultant shall submit to City an itemized invoice, prepared in a form satisfactory to City, describing its services and costs for the period covered by the invoice. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person. Consultant's bills shall include the following information to which such services cost or pertain:
 - a. A brief description of services performed;
 - b. The date the services were performed;
 - c. The number of hours spent and by whom;
 - d. A brief description of any costs incurred; and
 - e. The Consultant's signature.

Any such invoices shall be in full accord with any and all applicable provisions of this Agreement.

City shall make payment on each such invoice within thirty (30) days of receipt; provided, however, that if Consultant submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this Agreement, City shall not be obligated to process any payment to Consultant until thirty (30) days after a correct and complying invoice has been submitted by Consultant. The City shall process undisputed portion immediately.

5. **Additional Copies.** If City requires additional copies of reports, or any other material which Consultant is required to furnish as part of the services under this Agreement, Consultant shall provide such additional copies as are requested, and City shall compensate Consultant for the actual costs related to the production of such copies by Consultant.

6. **Responsibility of Consultant.**

a. By executing this Agreement, Consultant agrees that the services to be provided and work to be performed under this Agreement shall be performed in a fully competent manner. By executing this Agreement, Consultant further agrees and represents to City that the Consultant possesses, or shall arrange to secure from others, all of the necessary professional capabilities, experience, resources, and facilities necessary to provide the City the services contemplated under this Agreement and that City relies upon the professional skills of Consultant to do and perform Consultant's work. Consultant further agrees and represents that Consultant shall follow the current, generally accepted practices in this area to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding the projects for which the services are rendered under this Agreement.

b. Consultant shall assign a single Project Director to have overall responsibility for the execution of this Agreement for Consultant. _____, is hereby designated as the Project Director for Consultant. Any changes in the Project Director designee shall be subject to the prior written acceptance and approval of the City Manager.

7. **Responsibility of City.** To the extent appropriate to the projects to be completed by Consultant pursuant to this Agreement, City shall:

a. Assist Consultant by placing at his disposal all available information pertinent to the projects, including but not limited to, previous reports and any other data relative to the projects. Nothing contained herein shall obligate City to incur any expense in connection with completion of studies or acquisition of information not otherwise in the possession of City.

b. Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Consultant, and render verbally or in writing as may be appropriate, decisions pertaining thereto within a reasonable time so as not to delay the services of Consultant.

c. _____, shall act as City's representative with respect to the work to be performed under this Agreement. Such person shall have the complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to materials, equipment, elements, and systems pertinent to Consultant's services. City may unilaterally change its representative upon notice to the Consultant.

d. Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in a project.

8. **Acceptance of Work Not a Release.** Acceptance by the City of the work to be performed under this Agreement does not operate as a release of Consultant from professional responsibility for the work performed.

9. **Indemnification and Hold Harmless.** Consultant shall indemnify, defend, and hold City and its officers, employees, and agents 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 violation of any relevant federal, state or municipal law or ordinance, or other cause in connection with the negligent, recklessness or intentional acts or omission of Consultant, its employees, subcontractors or agents, or on account of the performance or character of the work, except for any such claim arising from the negligence or willful misconduct of the City, its officers, employees or agents. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve Consultant 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 of such damages or claims for damages. The obligations set forth in this section shall survive the expiration or earlier termination of this Agreement.

Consultant shall reimburse the City for all costs and expenses including, but not limited to court costs, incurred by the City in enforcing the provisions of this section.

10. **Insurance.**

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

b. Consultant shall maintain the following limits:

General Liability - Contractor shall at all times during the term of this Agreement maintain in effect a policy or policies having an A.M Best rating of A-Class VIII or better for bodily injury liability, personal injury, advertising injury and property damage, including product liability insurance with limits on the Declarations Page but not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and Two Million and 00/100 Dollars (\$2,000,000) in the general aggregate and products/completed operations aggregate insuring against any and all liability of the insured with respect to premises and products/completed operations. Liability coverage shall also include coverage for underground work and/or construction performed (if applicable). The coverage afforded to the additional insureds under the Contractor's policy shall be primary insurance and non-contributory. If coverage is on a claims-made basis, the Contractor shall maintain "tail coverage" no less than ten (10) years after the expiration date of

the policy or policies. Any policy or policies carrying a deductible of more than \$25,000.00 may be subject to review by the City of the Contractor's financials.

Umbrella or Excess - Contractor shall provide limits on the Declarations Page but not less than Two Million and 00/100 Dollars (\$2,000,000) per occurrence and Two Million and 00/100 (\$2,000,000) in the aggregate on a follow - form basis having an A.M Best rating of A-Class VIII or better.

Auto Liability - Contractor shall provide limits on the Declarations Page but not less than One Million and 00/100 (\$1,000,000.00) combined single limit for bodily injury and property damage having an A.M Best rating of A - Class VIII or better. Automobile Liability Symbol 1 (any auto), if the Company owns automobiles. An entity without autos shall have "Non -owned and Hired" coverage (Auto Symbols 8 & 9). The City and its elected and appointed officers, boards, commissions, agents and employees shall be named as Additional Insureds.

Workers' Compensation – Contractor shall provide Workers' Compensation Insurance sufficient to meet its statutory obligation and to provide benefits for employees with claims of bodily injury or occupational disease (including resulting death) as required by the State of California and Employer's Liability Insurance for One Million and 00/100 Dollars (\$1,000,000). Waiver of Subrogation for Workers' Compensation in favor of the City of Salinas is required.

Professional Liability - Contractor shall provide limits on the Declarations Page but not less than One Million and 00/100 Dollars (\$1,000,000) per claim and One Million and 00/100 Dollars (\$1,000,000) in the aggregate having an A.M Best rating of A-Class VIII or better.

c. All insurance companies with the exception of "Worker's Compensation" and "professional errors and omissions" affording coverage to the Consultant shall be required to add the City of Salinas, its officers, and, agents as additional "insured" by endorsement under the insurance policy and shall stipulate that this insurance policy will operate as primary insured for the work performed under this Agreement 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 protection afforded to City, its officers, employees or agents.

d. All insurance companies affording coverage to Consultant shall be insurance organizations authorized by the Insurance Commissioner to transact the business of insurance in the State of California.

e. All insurance companies affording coverage shall provide thirty (30) days written notice by certified mail to the City of Salinas should the policy be canceled or reduced in coverage before the expiration date. For the purpose of this notice requirement, any material change prior to expiration shall be considered cancellation.

f. Consultant 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 and Benefits Analyst, 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 of any kind upon the Consultant, its agents or representatives" does not satisfy the requirements of this subsection. The Consultant shall ensure that the authorized representative of the insurance company strikes the above quoted language from the certificate.

g. Consultant shall provide a substitute certificate of insurance no later than ten (10) days prior to the policy expiration date. Failure by the Consultant to provide such a substitution and extend the policy expiration date shall be considered default by Consultant. In the event Consultant is unable to provide a substitute certificate of insurance within the time prescribed in this subsection, Consultant shall provide written confirmation of renewal, in a form satisfactory to the City, to act as proof of insurance only until such time as a certificate of insurance has been received by the City.

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

11. Access to Records. Consultant shall maintain all preparatory books, records, documents, accounting ledgers, and similar materials including but not limited to calculation and survey notes relating to work performed for the City under this Agreement on file for at least three (3) years following the date of final payment to Consultant by City. Any duly authorized representative(s) of City shall have access to such records for the purpose of inspection, audit, and copying at reasonable times during Consultant's usual and customary business hours. Consultant shall provide proper facilities to City's representative(s) for such access and inspection.

12. Assignment. It is recognized by the parties hereto that a substantial inducement to City for entering into this Agreement was, and is, the professional reputation and competence of Consultant. This Agreement is personal to Consultant and shall not be assigned by it without express written approval of the City.

13. Changes to Scope of Work. City may at any time, and upon a minimum of ten (10) days written notice, seek to modify the scope of services to be provided for any project to be completed under this Agreement. Consultant shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify City in writing. Rate of compensation shall be based upon the Consultant's schedule of hourly rates shown in **Exhibit A** of this Agreement. Upon agreement between City and Consultant as to the extent of said impacts to time and compensation, an amendment to this Agreement shall be prepared describing such changes. Execution of the amendment by City and Consultant shall constitute the Consultant's notice to proceed with the changed scope.

14. Notice to Proceed; Progress; Completion. Upon execution of this Agreement by both parties, City shall give Consultant written notice to proceed with this work. Such notice may authorize Consultant to render all of the services contemplated herein, or such portions or phases as may be mutually agreed upon. In the latter event, City shall, in its sole discretion, issue subsequent notices from

time to time regarding further portions or phases of the work. Upon receipt of such notices, Consultant shall diligently proceed with the work authorized and complete it within the agreed time period specified in said notice.

15. Ownership of Documents. Title to all final documents, including drawings, specifications, data, reports, summaries, correspondence, photographs, computer software (if purchased on the City's behalf), video and audio tapes, software output, and any other materials with respect to work performed under this Agreement shall vest with City at such time as City has compensated Consultant, as provided herein, for the services rendered by Consultant in connection with which they were prepared. City agrees to hold harmless and indemnify the Consultant against all damages, claims, lawsuits, and losses of any kind including defense costs arising out of any use of said documents, drawings, and/or specifications on any other project without written authorization of the Consultant.

16. Subcontractors. Consultant shall be entitled, to the extent determined appropriate by Consultant, to subcontract any portion of the work to be performed under this Agreement. Consultant shall be responsible to the City for the actions of persons and firms performing subcontract work. The subcontracting of work by Consultant shall not relieve Consultant, in any manner, of the obligations and requirements imposed upon Consultants by this Agreement.

17. Termination.

a. City shall have the authority to terminate this Agreement, upon written notice to Consultant, as follows:

- (1) If in the City's opinion the conduct of the Consultant is such that the interest of the City may be impaired or prejudiced, or
- (2) For any reason whatsoever.

b. Upon termination, Consultant shall be entitled to payment of such amount as fairly compensates Consultant for all work satisfactorily performed up to the date of based upon the hourly rates of compensation shown in Exhibit A, except that:

- (1) In the event of termination by the City for Consultant's default, City shall deduct from the amount due Consultant the total amount of additional expenses incurred by City as a result of such default. Such deduction from amounts due Consultant are made to compensate City for its actual additional costs incurred in securing satisfactory performance of the terms of this Agreement, including but not limited to, costs of engaging another consultant(s) for such purposes. In the event that such additional expenses shall exceed amounts otherwise due and payable to Consultant hereunder, Consultant shall pay City the full amount of such expense.

c. In the event that this Agreement is terminated by City for any reason, Consultant shall:

- (1) Upon receipt of written notice of such termination promptly cease all services on this project, unless otherwise directed by City; and

(2) Deliver to City all documents, data, reports, summaries, correspondence, photographs, computer software output, video and audio tapes, and any other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement. Such material is to be delivered to City in completed form; however, notwithstanding the provisions of Section 15 herein, City may condition payment for services rendered to the date of termination upon Consultant's delivery to the City of such material.

d. In the event that this Agreement is terminated by City for any reason, City is hereby expressly permitted to assume the projects and complete them by any means, including but not limited to, an agreement with another party.

e. The rights and remedy of the City and Consultant provided under this Section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other section of this Agreement.

18. Audit and Examination of Accounts.

a. Consultant shall keep and will cause any assignee or subcontractor under this Agreement to keep accurate books of record in account, in accordance with sound accounting principles, which records pertain to services to be performed under this Agreement.

b. Any audit conducted of books and records and accounts shall be in accordance with generally accepted professional standards and guidelines for auditing.

c. Consultant hereby agrees to disclose and make available any and all information, reports or books of records or accounts pertaining to this Agreement to City and any City of the County of Monterey or state or federal government which provides support funding for this project.

d. Consultant hereby agrees to include the requirements of subsection (B), above, in any and all contracts with assignees or consultants under this Agreement.

e. All records provided for in this section are to be maintained and made available throughout the performance of this Agreement and for a period of not less than three (3) years after full completion of services hereunder, except that any and all such records which pertain to actual disputes, litigation, appeals or claims shall be maintained and made available for a period of not less than three (3) years after final resolution of such disputes, litigation, appeals or claims.

19. Compliance with Laws, Rules, and Regulations. Services performed by Consultant pursuant to this Agreement shall be performed in accordance and full compliance with all applicable federal, state, and City laws and any rules or regulations promulgated thereunder.

20. Exhibits Incorporated. All exhibits referred to in this Agreement and attached to it are hereby incorporated in it by this reference. In the event there is a conflict between any of the terms of this Agreement and any of the terms of any exhibit to the Agreement, the terms of the Agreement shall control the respective duties and liabilities of the parties.

21. **Independent Contractor.** It is expressly understood and agreed by both parties that Consultant, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and not an employee of the City. Consultant expressly warrants not to represent, at any time or in any manner, that Consultant is an employee or servant of the City.

22. **Integration and Agreement.** This Agreement represents the entire understanding of City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters contained herein. This Agreement may not be modified or altered except by amendment in writing signed by both parties.

23. **Jurisdiction.** This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in the State of California, in the County of Monterey.

24. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall continue to be in full force and effect.

25. **Notices.**

a. Written notices to the City hereunder shall, until further notice by City, be addressed to:

Deputy Director of Permit Services
City of Salinas
65 West Alisal Street
Salinas, California 93901

With a Copy to:

City Attorney
City of Salinas
200 Lincoln Avenue
Salinas, California 93901

b. Written notices to the Consultant shall, until further notice by the Consultant, be addressed to:

c. The execution of any such notices by the City Manager of the City shall be effective as to Consultant as if it were by resolution or order of the City Council, and Consultant shall not question the authority of the City Manager to execute any such notice.

d. All such notices shall either be delivered personally to the other party's designee named above, or shall be deposited in the United States Mail, properly addressed as aforesaid, postage fully prepaid, and shall be effective the day following such deposit in the mail.

26. **Nondiscrimination.** During the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years) or disability. Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years) or disability.

27. **Conflict of Interest.** Consultant warrants and declares that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, in any manner or degree which will render the services required under the provisions of this Agreement a violation of any applicable local, state or federal law. Consultant further declares that, in the performance of this Agreement, no subcontractor or person having such an interest shall be employed. In the event that any conflict of interest should nevertheless hereinafter arise, Consultant shall promptly notify City of the existence of such conflict of interest so that City may determine whether to terminate this Agreement. Consultant further warrants its compliance with the Political Reform Act (Government Code section 81000 et seq.) and Salinas City Code Chapter 2A that apply to Consultant as the result of Consultant's performance of the work or services pursuant to the terms of this Agreement.

28. **Headings.** The section headings appearing herein shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning or intent of the provisions of this Agreement.

29. **Multiple Copies of Agreement.** Multiple copies of this Agreement may be executed, but the parties agree that the Agreement on file in the office of the City's City Clerk is the version of the Agreement that shall take precedence should any difference exist among counterparts of the document.

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

31. **Non-Exclusive Agreement.** This Agreement is non-exclusive and both City and Consultant expressly reserves the right to contract with other entities for the same or similar services.

32. **Rights and Obligations Under Agreement.** 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.

33. **Licenses.** If a license of any kind, which term is intended to include evidence of registration, is required of Consultant, its representatives, agents or subcontractors by federal, state or local law, Consultant warrants that such license has been obtained, is valid and in good standing, and that any applicable bond posted in accordance with applicable laws and regulations.

34. **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.

35. **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.

36. **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.

37. **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.

38. **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 of the 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 any other provision. A waiver by the City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date first written above.

CITY OF SALINAS

Ray E. Corpuz, Jr., City Manager

Date

APPROVED AS TO FORM:

Christopher A. Callihan, City Attorney

Date

Consultant

By:
Its:

Date

By:
Its:

Date



CITY OF SALINAS
DECLARATION OF LOCAL BUSINESS ENTERPRISE

Business Information

(All information must be completed; Please type or print clearly in ink)

Business Name: _____

Business Address: _____

Business Office Address: _____, Salinas, California _____

City of Salinas Business License Number: _____

No. of Employees: _____ **No. of Full-Time Employees in Salinas** _____

Current on all City of Salinas taxes, fees, assessments, and fines? ☐ Yes ☐ No

Currently subject to enforcement action by the City or in litigation with the City? ☐ Yes ☐ No

Year began doing business within the city of Salinas: _____

Newly established business (doing business within the city of Salinas less than one year): is the newly established business owned by an individual(s) formerly employed by a local business enterprise? ☐ Yes ☐ No **If Yes, for what years?** _____

Any person claiming to be a local business enterprise as defined in Article III-A of Chapter 12 of the Salinas Municipal Code shall so certify in writing under penalty of perjury that they meet all the criteria listed in Salinas Municipal Code section 12-28.020, subsection (d). A local business enterprise shall be required to submit such declaration on an annual basis and shall immediately notify the City's Purchasing Officer if there is any change in circumstances which would disqualify it from application of the preference. The City shall not be responsible or required to verify the accuracy of any such certifications and shall have sole discretion to determine if a person meets the definition of "local business enterprise."

CERTIFICATION

I declare that I am 18 years of age or older and the information contained in the foregoing application is true and correct to the best of my knowledge. Under penalties of perjury, I certify that all the information provided herein is correct and that the business enterprise I am representing meets all of the criteria set forth in Salinas Municipal Code section 12-28.020, subsection (d) for a "local business enterprise." I declare that I am authorized to submit this Declaration for and on behalf of myself and the organization described above.

Signature: _____ **Date:** _____

Printed Name: _____



CITY OF SALINAS

Conflict of Interest Statement

(All information must be completed; Please type or print clearly in ink)

Business Name: _____

Business Address: _____

Section 27 of the "Sample Contract" details the City's Conflict of Interest policy. Please read the section below and certify there is no conflict.

27. **Conflict of Interest.** Consultant warrants and declares that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, in any manner or degree which will render the services required under the provisions of this Agreement a violation of any applicable local, state or federal law. Consultant further declares that, in the performance of this Agreement, no subcontractor or person having such an interest shall be employed. In the event that any conflict of interest should nevertheless hereinafter arise, Consultant shall promptly notify City of the existence of such conflict of interest so that City may determine whether to terminate this Agreement. Consultant further warrants its compliance with the Political Reform Act (Government Code section 81000 et seq.) and Salinas City Code Chapter 2A that apply to Consultant as the result of Consultant's performance of the work or services pursuant to the terms of this Agreement.

CERTIFICATION

Signature: _____

Date: _____

Printed Name: _____



CITY OF SEASIDE
Community Development Advisory Committee (CDAC)
Long Range Calendar
July 2017- – June 2018

July CDAC Meeting Orientation Presentation Elect Officers Status of AAP	July 19,2017
Staff draft Consolidated Annual Performance & Evaluation Report (CAPER)	July and August
AAP Due to HUD with appropriate attachments/certifications	August 15, 2017
Funding Approval Document received and contract documents to sub recipients	August-upon HUD approval of AAP
August CDAC Meeting - CAPER preview - Discuss 2016-2017 CDBG Subrecipient Monitoring Schedule - Fourth Quarter (Apr-Jun) and Annual Program Reports	August 16, 2017
Annual Planning Notice & Notice of CAPER Publication - notice of community workshop	August 31 2017
Draft CAPER publication (15 day comment)	September 6, 2017
September CDAC Meeting and Community Workshop - Annual Community Needs Assessment Workshop - There WILL be a FULL application process this year	September 20, 2017
City Council public hearing CAPER	September 21, 2017
CAPER due to HUD	September 30, 2017
October CDAC Meeting - Annual Priority Needs - Update of Affirmatively Furthering Fair Housing/Countywide Collaboration efforts	October 18, 2017
City Council - informational item to present the needs identified at the September workshop and discuss the annual process/two year cycle (this may be optional)	November 2, 2017
November CDAC Meeting/MANDATORY PROPOSAL WORKSHOP Also: First Quarter Program Report (Jul-Sep) Follow up to public service monitoring	November 15, 2017
December CDAC Meeting (if needed)	December 20, 2017
PROPOSALS DUE FOR 2018-2020 Public Service and City/Subrecipient Projects	January 12, 2018 at 5PM
January CDAC Meeting - Discuss mid-year re-allocation (if needed) - Distribute Proposals	January 17, 2018
February CDAC Meeting Second Quarter Program Report (October-December) Review of ranking of applications for 2018-2020	February 21, 2018
Administrative draft Annual Action Plan to CDAC	March 16, 2018
March CDAC Meeting Review AAP and recommend to start Public Comment Period/City Council approval process	March 21, 2018
Advertisement to run for Annual Action Plan/Public Hearing for AAP	April 6, 2018,
April CDAC Meeting (likely to be cancelled)	April 18, 2018
City Council - present CDAC recommendations for annual Action Plan	April 19, 2018

City Council – public hearing - adopt annual Action Plan	May 3, 2018
Action Plan Due to HUD	May 15, 2018
May CDAC Meeting - 3rd Quarter sub recipient reports - Update on CDBG program/AFH	May 16, 2018
June CDAC Meeting (if needed) - Elections	June 20, 2018
<i>Conditional notice of awards to Subrecipients</i>	<i>TBD</i>

Subject to Change