

REQUEST FOR PROPOSALS



PREPARATION OF A FARMWORKER HOUSING STUDY AND ACTION PLAN FOR SALINAS VALLEY AND PAJARO VALLEY

Important Dates

Proposals Due: August 16, 2016, 4 p.m.
Proposal Rating and Ranking: late August, 2016
Presentations by Finalists: September 12-23, 2016
Award of Contract: September/October, 2016

City of Salinas
Community Development Department
65 West Alisal Street (Second Floor), Salinas, CA 93901

Project Manager: Jennifer Coile
Phone: (831) 758-7206. Email: jennifer.coile@ci.salinas.ca.us

1. SUMMARY OF REQUEST

The City of Salinas is the lead in coordinating a study of farmworker housing needs and development of an Action Plan to address the needs.

Major components of the Farmworker Housing Study and Action Plan development process will include the following:

- Consensus building among two counties, six cities, and other stakeholders about the Study scope and schedule.
- Conduct surveys of farmworkers and agricultural employers in Salinas Valley and Pajaro Valley to assess housing needs and identify constraints and opportunities.
- Research best practices in farmworker housing in providing farmworker housing that includes amenities and including funding streams.
- Develop Action Plan with recommendations on sites, policies, financing tools, and implementation roles of stakeholders.
- Summit Meeting on Study and Action Plan.

2. BACKGROUND

The City Council of the City of Salinas adopted the 2015-2023 Housing Element in December 2015 with Action H-13 to conduct a farmworker housing study:

“Contribute a share of funding to participate in and conduct a special countywide study that requires a scientific community survey and/or a survey of agricultural employers in the county to further define housing needs of the farm labor workforce, financing constraints and opportunities, and best practices, by the end of 2016.”

The Housing Element was certified by the State Department of Housing and Community Development in March 2016 and the City proceeded to identify partners.

Partnerships and Collaborations

The geographic area of the study is the Salinas Valley of Monterey County and the Pajaro Valley of Santa Cruz County. The City of Salinas reached out to jurisdictions in the Salinas Valley and Pajaro Valley laborshed to collaborate in the study. There was precedent for a Monterey County-Santa Cruz County bi-county study: a 2001 Study of “Farmworker Housing and Health Needs Assessment Study of the Salinas and Pajaro Valleys.”

Funding partners for the Study and Action Plan include: the Association of Monterey Bay Area Governments (AMBAG), Santa Cruz County, Monterey County, and the cities of Gonzales, Soledad, Greenfield, and King City.

Other stakeholders/interested parties collaborating in the Study include: Monterey County Health in All Policies Initiative (HiAP); affordable housing developers e.g. CHISPA, Eden Housing, and Mid-Pen Housing; farmworker housing managers e.g. Monterey County Housing Authority; farmworker housing advocates e.g. Center for Community Advocacy (CCA); Communities in Relational Power for Action (COPA); Monterey County Community Action Partnership; City of Watsonville; homeless services managers; and agriculture businesses/groups e.g. County Farm Bureaus and the Grower-Shipper Association of Central California. Many of them are represented on the Oversight Committee which will have a role in oversight of the study and review of draft documents.

Budget

Pledges and commitments from the funding partners are anticipated to total \$250,000 in FY 2016-17 funds.

Context: Related Activities and Studies

South Salinas Valley Mayors Housing Group: The cities of Gonzales, Soledad, Greenfield and King City in the valley south of Salinas have been investigating new options for farmworker housing for several years. Mayors and/or City managers have met with Salinas valley agricultural business leaders seeking commitments to development of farmworker housing. In the spring of 2015, the mayors of the South Salinas Valley cities began meeting with Napa and Sonoma County officials and winery owners to learn about their innovative funding and management of housing for wine grape agricultural workers that might serve as a model for a south Salinas Valley solution.

Recent Farmworker Housing Development: Tanimura and Antle employee housing in Spreckels: On September 1, 2015, the Monterey County Board of Supervisors approved plans by Tanimura and Antle to build a 100-unit agricultural employee housing complex on its headquarters property in Spreckels (unincorporated Monterey County). The two-bedroom apartment units and related facilities can accommodate up to 800 unaccompanied workers and were designed to meet the housing standards of the H-2A guest worker agricultural labor program. The environmental impacts of the project, and the need for farmworker housing, generated discussion as it went through the County process of approvals and an appeal. Approvals included a Combined Development Permit consisting of a General Development Plan, Administrative Permit and Design Approval, and Mitigated Negative Declaration and Mitigation Monitoring and Reporting Plan. It was built over the winter and opened in spring 2016.

Monterey Bay Economic Partnership (MBEP) Housing Initiatives: The MBEP was created in 2014 in the tri-county region (Monterey, Santa Cruz, and San Benito) “to create a thriving region with quality jobs, excellent education and health care, and a high quality of life for all residents while preserving the natural beauty and healthy lifestyle we all share.” In March 2016, the MBEP Housing Initiative was launched to focus on workforce housing, establishing a Housing Trust Fund, and advocacy.

Federal Policies and Implications: H-2A Temporary Agricultural Labor: Tanimura and Antle’s decision to develop housing appropriate for H-2A workers in Monterey County was partly based on national immigration policies and employee/community surveys in Yuma, AZ. After working in the Yuma lettuce season, US resident farmworkers declined to travel to work in the Salinas valley harvest because of the lack of affordable and safe housing. This contributed to an urgent

labor shortage which companies can address by resorting to the complex H-2A program. There is an increasing trend in the use of H2A workers and labor contractors instead of agricultural business employees. For example, the US Department of Labor's (DOL) Office of Foreign Labor Certification posts summary reports on the H-2A Temporary Agricultural Labor Certification Program shows that Foothill Packing of Yuma, AZ certified 398 H-2A certified positions in 2012 which increased to 1,175 positions in the first three quarters of FY 2015, specifically for lettuce. The individual H2A applications are posted online and describe the number of workers needed, timeframe, and location of housing. For example, labor contractor Fresh Harvest Inc. applied for 380 vegetable harvesters working in Monterey, Santa Cruz and San Benito Counties from April to November 2016, with 160 workers housed in 29 rooms at a labor camp and 220 workers in 43 motel rooms.

2001 Farmworker Housing and Health Needs Assessment Study of the Salinas and Pajaro Valleys: The Study was initiated by the Community Action Agency of Monterey County and Community Action Board of Santa Cruz County, Inc. who were responsible for the Oversight Committee. Funded by Counties of Monterey and Santa Cruz, a statistically valid sample of 780 farmworkers surveyed through personal interviews conducted by farmworker researchers employed through Center for Community Advocacy (CCA). Applied Survey Research of Watsonville consolidated the survey data and prepared the report.

2014 Statewide Farmworker Housing Study: In 2013, the US Department of Agriculture funded a Workforce Housing and Transportation project in response to an ongoing need to address agricultural labor shortages experienced by California's specialty crop producers. Ag Innovations Network worked with fifty stakeholders to develop recommendations reported in "Shelter+Mobility: Recommendations for California's Specialty Crop Ag Workforce," April 2014. A key recommendation was "Conduct needed studies on current farmworker housing and transportation conditions and needs, and create a central, online repository to house information related to farmworker housing and transportation as a resource for housing providers, local governments, planning agencies, and advocates." Local stakeholders involved in the one-year project included Alfred Diaz-Infante, CHISPA; Juan Uranga, CCA; Simon Salinas, Monterey County Board of Supervisors; Cesar Lara, Teamsters and Monterey Bay Central Labor Council (now with BHC-East Salinas); and Tom Huffman, Driscoll's.

California's Indigenous Farmworkers: The 2010 Report of the Indigenous Farmworker Study implemented in conjunction with the Indigenous Program of California Rural Legal Assistance, reflects a research endeavor of two and a half years. Through surveys and interviews from 2007 to 2009, the researchers gathered information about the history, languages, demography, housing, and culture of indigenous farmworkers in California and in their home villages in Mexico. Data from surveys of people working in Salinas is included.

3. STUDY GOALS

Overall Goals of the Study

- Foster regional **collaboration** so that the supply of farmworker accommodations matches needs of specific types of farmworkers (e.g. seasonal unaccompanied vs. year-round family) and improves farmworker family health through safe living conditions.
- Provide current **data** to support advocacy for resources and resource allocation, e.g. supporting project financing by affordable housing developers.
- Identify **solutions** to primary obstacles/constraints to providing farmworker housing.
- Develop a collective **Action Plan** to:
 - identify sites appropriately located that consider travel to worksites and equitable distribution in the region,
 - propose potential policy/code changes for development of quality, affordable housing and
 - recommend alternative or new funding models for stakeholders to consider to address farmworker housing shortages as part of supporting a more stable and trained local workforce.

4. SCOPE OF WORK

General Approach to Project

The consultant's roles in this planning process, broadly described, is expected to include the following general tasks relating to preparation of a Farmworker Housing Study and Action Plan: responsibility for management and supervision of the consultant/sub-consultant team, including monitoring of the project budget; responsibility for contacting and coordinating with other agencies for the survey; data collection and analysis; and development of recommendations and costs for implementation action items.

During the Study, the Community Development Department of Salinas will provide the Consultant the following: coordination and logistics of Oversight Committee meetings and review and comment on draft documents; staff attendance at any public meetings and preparation of notices, staff reports and resolutions for public meetings of the City of Salinas. City project manager will coordinate the review process upon delivery of draft documents by the Consultant to deliver one set of compiled comments to the Consultant according to the agreed timeframe.

Tasks

Consultants may be a single, multi-service firm or organization, or comprised of lead with sub-consultants as required. Consultants may also choose to submit a proposal for only specific tasks instead of the entire scope of work.

The main tasks for this project are:

- A. **Consensus Building Meeting:** confirm partners' understanding of the study scope, surveys, schedule.
- B. **Research and Analysis: Surveys:** farmworkers (inside/outside of Salinas Valley/Pajaro Valley laborshed) and agricultural employers (farming operations, labor contractors, agricultural processing)
 - a. Develop surveys to gauge farmworker and agricultural employers housing-related needs

b. Implement surveys with farmworkers and agricultural employers

C. Research and Analysis: Needs, Best Practices, Solutions: analysis of surveys and data such as H2A certification applications about needs; inventory of existing farmworker housing resources; review of regionally specific (distinctions between Salinas valley and Pajaro valley) land use and development regulations/policies as constraints or advantages; research and preparation of case studies and best practices in farmworker housing development, financing, and management.

D. Development of Action Plan: prepare range of solutions in the short/medium/long term with public, private, and non-profit implementation roles, and sources of financing.

E. Summit Meeting: convened to review/prioritize Action Plan; engage partners in implementation.

F. Anticipated Meetings in Study-Action Plan Process

G. Project Management

H. Presentations: Presentation of Final Study and Action Plan at public meetings of partners.

Deliverables

- All written work products will be in English except where noted.
- Assume **three (3) versions** of each deliverable: internal draft, revised internal draft, and public review draft.
- Work products must be provided electronically in Word and pdf formats and fifteen (15) hard copies (one of which is unbound and ready for reproduction).

A. Consensus Building

Consultant to facilitate meeting of partners and interested parties (including Oversight Committee) to confirm consensus about the scope of work, schedule, and survey protocols.

Deliverables:

- Meeting Agenda.
- Proposed Study Schedule.
- Proposed Survey Protocols.
- Summary of Summit Meeting.

B. Research and Analysis: Surveys

Review recent related surveys in the region. Conduct surveys that shall include farmworker surveys in the Salinas Valley/Pajaro Valley “laborshed” areas and agricultural employers, and

possibly in connected regions. Representative photos of farmworker housing in urban and rural settings should be collected.

- a) **Farmworker Surveys:** The farmworker surveys could address data such as: farmworker characteristics (year-round, seasonal, migrant), composition of households and families, current housing conditions, affordability issues; sources of information about housing information and potential channels for housing information, access to services, employer type/status e.g. federal H-2A Temporary Agricultural Employment program participants. Survey timing is important in connection with work and harvest cycles.
- b) **Employer surveys:** The employer surveys would address trends and projections such as crop acreages and mechanization, direct hires vs. contractors, and need for H-2A workers. Oversight committee will provide some contacts, but Consultant will need to identify and pursue a representative sample for the laborshed (e.g. not disproportionately dominated by Pajaro Valley berry companies, or not overlooking labor contractors).
- c) **Optional Task: Surveys, focus groups, or other data collection in other regions:** Tanimura and Antle's recent decision to build housing in Spreckels was predicated partly by reluctance of US residents in Yuma, AZ, skilled in lettuce, to travel to the Salinas Valley and seek temporary housing. Many agricultural businesses in the Salinas Valley also own property in Santa Maria and Imperial Valley, CA and in Yuma, AZ. Consultant may be requested to advise on conducting surveys vs. focus groups or other techniques (for both farmworker and employers) in other areas as an optional task.

B1. Planning for the Survey: The Consultant shall prepare a Survey Plan that describes the schedule and logistics for conducting the survey and the survey instruments.

B2. Conducting the Surveys: The Consultant should demonstrate capacity to be responsible for coordinating, training, and supervising the surveyors. The individuals coordinating and supervising the surveyors shall be bilingual in Spanish. It may be optimal to use peer surveyors recruited through local organizations. Some people are mono-lingual in indigenous languages such as Triqui and Mixteco. The surveyors should be prepared to interview during breaks, lunch, and before/after work. The consultant must maintain quality control of the completed surveys. Paper survey results must be input into digital format.

Note about scientifically valid surveys: The survey must include an adequate and representative sample size of each of the different categories of farmworkers in the Salinas Valley-Pajaro Valley laborshed. The 2012 Napa County farmworker study with 375 interviews of farmworkers (total cost of study \$120,000) was critiqued for oversampling seasonal migrant workers as a disproportionate part of the workforce because it was convenient to interview them at the migrant worker service centers. A 2002 Yuma, AZ Workforce Study paid local people to assist in surveying 400 farmworkers at a total project cost of \$75,000.

B.3. Stakeholder Interviews/Listening Sessions: Interviews or group listening sessions to review the preliminary results of the data from the survey. Participants include farmworkers and employers and may include parties with knowledge of or interest in the issues of farmworker housing that are neither farmworkers nor employers and may be from outside of the area but with expertise pertaining to the Salinas and Pajaro Valleys.

B4. Report on the Results of the Survey: Prepare a standalone document that will likely become an appendix to the Study. Use graphics and visual communication techniques to report on the compiled statistical results in a clear manner. Analysis of the survey results will be included in the Research Report of Task C.

Deliverables:

- Survey Plan with schedule, description of coordination/supervision, identification of commitment by partner organizations to assist with peer surveyors or other staffing such as indigenous language interpreters; and recommendations, if any, for optional surveys or research in other geographic areas.
- Survey Instruments: farmworker, employer.
- Photographs (digital files) of farmworker housing.
- Stakeholder Interviews/Listening Sessions: Summary of discussion.
- Report: Results (graphs, tables, descriptive statistics if appropriate) of the Survey.

C. Research and Analysis: Needs, Best Practices, Solutions

Building on the data collected from surveys in Task B, the Consultant shall conduct research to prepare a report on the following. (Note: Consultants may propose on a single sub-task within this Task C, Research and Analysis.)

C.1 Agriculture trends, farmworker labor patterns

- *Definition of “Farmworker:”* for the purposes of the Study, define farmworker: temporary, seasonal, permanent/year-round categories; provide federal and state definitions and how applied in farmworker housing programs; “agricultural workforce,” “agricultural employees: a diversity of agriculture and packinghouse employees who plant, harvest, process and transport crops and value-added products such as pre-packaged salad mix.”
- *Agriculture in Salinas Valley/Pajaro Valley laborshed:* Prepare profile of current crops and projections of acreage, harvest cycles (time of year, duration), geographic distribution of agriculture, globalization, trends in technology and agriculture management; projected impacts from potential legalization of marijuana/conversion to marijuana cultivation in secure greenhouses/warehouses with different farmworker skill levels; overall increase/decrease of demand for farmworkers, e.g. impact of improved economy in other sectors with farmworkers leaving fieldwork for construction jobs.
- *Farmworker Labor Patterns:* Analyze seasonal changes in labor demand, types of farmworkers, method and trends of hire (direct vs. farm labor contractors), specialized expertise, wages, external factors, H-2A program trends, and interrelationship with conditions in other regions and migration patterns, sensitivity to travel costs (e.g. when gas cost more than \$4/gallon), immigration policy impacts.

C.2. Farmworker Housing Needs Assessment

- *Inventory of existing housing resources:* specifically serving farmworkers in the Salinas and Pajaro valleys, e.g. farm labor dwellings and farm labor supply camps (licensed and inspected by County or State), employer-provided housing, and permanent housing of nonprofit developers; note the year built and funding sources; recent trends (e.g. removal or closure of labor camps); conditions and needs for rehabilitation.

- *Housing Element Data*: Review Farmworker Housing sections in the 2015-2023 Housing Element of each jurisdiction.
- *Characteristics of Farmworker and Farmworker Housing*: From survey and other data sources, analyze family status and composition, permanent vs. seasonal, place of residence, housing costs, supply and affordability, services. Include analysis of data from other regions as appropriate.
- *H2A Worker Housing*: review certifications for 2015-2016 timeframe, address of housing, number of units and number of contract employees, and location of work; assess community impacts e.g. motel rooms used for H2A workers removes units available for lower-income tourists or homeless services.
- *Housing Location and Regional Travel*: Analyze relationship of farmworker housing to work sites. Prepare analysis of travel distance and mode from housing to work sites described in survey response data and H2A permits. Create map to graphically depict housing to work travel volumes throughout the region. Review roles of formal (buses) and informal (raitero) modes. Coordinate with AMBAG regarding data for Sustainable Communities Strategies.
- *Calculate Needs*: Based on current conditions and projected needs, calculate the number of units of what type that will be needed based on employment and family composition e.g. unaccompanied single people in seasonal temporary housing vs. year-round families in permanent housing.

C.3 Farmworker Housing Development, Financing, and Management: Best Practices, Innovations

Report on innovations and best practices in farmworker housing development, financing, and management in and outside of California in topic areas such as:

1. Sites
 - *Sites*: Develop site suitability criteria including availability of services (see Ventura County General Plan) and identify potential sites in County jurisdictions adjacent to city boundaries. Napa County General Plan requires that housing development within the county continue to be concentrated in and around established urban centers, in order to preserve agricultural land and provide residents with access to nearby services and existing infrastructure, so Napa County has MOU with cities of Napa and American Canyon to use County Affordable Housing Fund projects to support affordable housing projects within the incorporated cities. Identify potential incentives for agriculture employers to donate or write down land for sites e.g. Phelps Vineyard in Napa.
2. Best Practices and Alternative Dwelling/Lodging Types
 - *Agricultural Workforce Housing Development Case Studies*: prepare profiles of examples of housing by employers, such as Tanimura and Antle's Spreckels project and their past housing experience in Yuma, AZ, and by nonprofit affording housing developers e.g. Villa Camphora by Eden Housing; analysis of factors for success.
 - *Alternate Housing types* suitable for different types of workers/season/harvest e.g. Washington State Rent-a-Tent cherry harvester tents operated by Growers League under contract to State, barracks, yurts in Yountville, USDA surplus modular, FEMA emergency housing, tiny houses, adapted shipping containers, zero energy manufactured units. For each type, review according to sustainability/energy efficiency, suitability to

residents' needs, operating feasibility, investment payoff (projection of lifetime usefulness), financing tools and include in report on costs and regulations; for tiny houses, specifically review the regulations of participating jurisdictions for feasibility and identify examples of municipal/county codes that accommodate "tiny houses" and/or provide model ordinances, as applicable.

3. Development and Financing

- *Financing* e.g. existing federal and state programs (note history of past commitments to Salinas Valley and Pajaro Valley and legal status requirements of housing occupants), fee waivers in San Diego County, Oregon and Washington state tax credit program for farmworker housing projects, Ventura County Community Foundation partnership with Ventura County Housing Trust Fund for farmworker housing fund, Santa Cruz County Foundation farmworker housing fund, Washington State farmworker housing trust fund, Napa County assessment district on vineyard acres; loans to growers for infrastructure, linkage/impact fee; bonds; Federal Reserve Bank support. Identify lenders and banks involved in agricultural businesses as potential partners. Prepare matrix of resources for permanent and seasonal farmworker housing e.g. pre-development financing, capital financing, infrastructure financing, technical assistance, and capacity building. Identify potential partners.
- *Example development scenarios*: Prepare a minimum of four (4) examples of farmworker housing projects in each valley, such as on farm seasonal unaccompanied, off site seasonal unaccompanied, on farm year round family and off site year round permanent housing. Project the costs of construction (delivery/renovation in the case of shipping containers or modular), infrastructure, impact fees, connection fees, debt service, architecture and engineering, project management, and potential sources of funds. State assumptions about factors affecting feasibility e.g. land costs, policy/regulation changes needed.
- *Tenure/forms of ownership-management* e.g. cooperatives (tenants, crop based arrangements among growers), self-help, mix of seasonal and permanent (Washington State- Heritage Glen in East Wenatchee) with profiles of example projects.
- *Incentives* for housing development interests and farming organizations to work with farmers/agriculture employees (e.g. labor contractors) to share costs in development of farmworker housing.
- *Capacity of development entities*: evaluate the capacity of local development entities to develop and manage more units, examine potential to expand partnerships for development e.g. agricultural business associations, faith-based organizations.

4. Policies and Regulations

- *Zoning Ordinance and land use regulations*: identify regulations that encourage development of farmworker housing around the US; review status of current regulations in participating jurisdictions and regionally specific constraints in current land use regulations or codes (state, county, local) that impact the maintenance and/or development of farmworker housing.
- *Regulations affecting occupancy by farmworkers*: Analyze fair housing and other regulations that could impact housing occupancy by farmworkers.
- *Building Codes*: Review building codes pertinent to farmworker housing, analyze potential for flexibility and impacts on financial feasibility.

- *Regulatory Structure affecting agricultural workforce housing:* Examine County codes and review process including the role of the Santa Cruz County Agriculture Policy Advisory Commission.

Deliverables:

- Draft Report (or for C.3 research, interim work products such as Technical Memoranda during survey period).

D. Solutions in Salinas Valley and Pajaro Valley - Draft Action Plan

D.1. Develop Solutions: After considering input from farmworkers and employers in B, the future of agriculture in C.1., calculating farmworker housing needs in C.2, and identifying potential models for action in C.3, prepare recommendations for short, medium, and long term actions. Include:

- Timeline with projected number of units to be constructed or rehabilitated that address the types of housing needed according to current needs and projected future agriculture trends.
- Identify potential sites; note locations of sites that would reduce worker travel distances.
- Propose specific wording that could address land use regulations constraints and desirable codes changes.
- Propose opportunities to develop new funding sources, with steps needed to create or administer the funds.
- Identify local, city, state and federal policies and program regulations that are impediments to assistance in the Salinas and Pajaro Valley region.
- Schedule for next steps/action by participating partners (public, private, nonprofit).
- Bibliography/References.

Deliverables:

- Draft Action Plan.

D2. Community Meetings: The Consultant is expected to conduct two community meetings in Spanish (one in each valley) about the Study and Action Plan. There may be additional opportunities for public comment at meetings hosted by collaborating partners, who will use the presentation materials provided by the Consultant and report to the Consultant about the comments received. Consultant's overall schedule should reflect a suitable timeframe to accommodate these additional meetings hosted by collaborating partners.

Deliverables

- Bilingual presentation material, including, but not limited to, agendas, sign-in sheets, handouts (e.g. Fact Sheet summarizing key findings of Study and Action Plan proposals).

E. Convene Summit and Prepare Final Action Plan

Consultant to attend and facilitate summit meeting to further deepen consensus among partners and stakeholders regarding next steps and implementation of the Action Plan. Document the summit. Please provide cost estimate for optional task of translation of the Final Study and Action Plan into Spanish.

Deliverables:

- Summit Agenda, Flyer to publicize, Sign-In Sheets, Presentation, Fact Sheet or Executive Summary of Study and Action Plan.
- Documentation/Summary of Summit.
- Final Study and Action Plan, revised according to Summit (30 bound hard copies).
- Executive Summary of Study and Action Plan translated into Spanish.
- Optional: translation of complete Final Study and Action Plan

F. Anticipated Meetings in Study/Action Plan Process

Meetings of Oversight Committee prior to involvement of Consultant:

- Review of Draft RFP
- Review of Proposals

Six (6) Meetings with Oversight Committee after contract awarded to Consultant:

- Consensus Meeting (Task A)
- Report on Survey Results (Task B)
- Research Report (Task C)
- Action Plan Draft (Task D)
- Pre-Summit Planning Meeting (Task E)
- Summit Meeting (Task E)

G. Project Management

Meetings and ongoing coordination with City of Salinas project manager and decision-makers as required to move the study forward efficiently. At a minimum, this should include a kick-off meeting with the City of Salinas project team. Plan for weekly half-hour coordination phone calls and biweekly progress meetings or phone calls with the City's Project Manager and others as needed, with additional time for communication about revisions to draft documents. Lead Consultant will be responsible for direct coordination with any sub consultants on the project team.

Deliverables:

- Meeting/teleconference agendas and summary minutes with action items and discussion notes for all meetings/teleconferences.

H. Presentations

A. At a minimum, participate in two public presentations about the Study and Action Plan to: (1) the City of Salinas Planning Commission and (2) the City Council. City staff will prepare staff reports and resolutions.

B. Optional Task: Additional presentations may be requested by partner jurisdictions.

Deliverables:

- PowerPoint presentation (in English and in Spanish).

Optional Tasks

Please provide costs for each optional task and for Consultant's recommended additional optional tasks.

Final Scope of Work

After consideration of the selected proposal and optional tasks, it is anticipated that the final scope of work will not be approved until the final contract is executed with the selected consultant.

Project Team and Expertise

The Consultant Team should include appropriate staffing and technical expertise to address each of the key topics identified in the tasks above. The Consultant Team may be a single, multi-service firm or organization, or comprised of lead with sub-consultants as required. Consultants may choose to submit a proposal only for particular tasks instead of the entire scope of work.

Experience in coordinating community surveys of low-income or homeless/unhoused populations in Spanish is critical.

Teams will be evaluated according to expertise in the tasks for which they submit proposals, e.g.:

- Survey design, administration, analysis
- Understanding of agriculture business and farmworker issues
- Affordable Housing development and finance
- Land use and zoning regulations, building codes, and public policies affecting housing
- Conducting community meetings in Spanish

Timeline/Schedule

The Consultant shall propose a schedule for the work which acknowledges the crop cycles in the laborsheds. Some of the research in Task C.3 may be conducted simultaneous to the surveys in Task B.

5. PROPOSAL FORMAT

In order to expedite and maintain consistency in the evaluation process, each proposal to this RFP shall be organized in accordance with this section. The proposals are limited to fifty (50) pages in length. Proposal submissions shall contain thorough description and analysis of the following information in the order presented below:

1. Brief Cover Letter/Letter of Introduction

2. Executive Summary

3. Lead Project Contact

- Name, title and telephone number of the prospective consultant's designated lead contact person for communications pertaining to this proposal.

4. Project Team

- Description of team members assigned to the project and their respective roles with organizational chart that illustrates team members assigned to the project and their respective roles.
- A brief biography or resume of each team member.
- Identification of specific sub-contractors who will be assigned to the project, and their specific roles and responsibilities.
- Capacity/Availability of proposed team members: Please describe other commitments during the proposed timeframe and the availability of proposed team members. It is expected that once the study begins, the project team will remain in place until the work is completed. Please include statements regarding the length of commitment of the proposed staff if they are not available for the duration of this project.

5. Firm Experience and Qualifications

- A general description of the services provided by the proposer's firm or organization and sub-consultants; the qualifications and expertise of each team member providing the requested services and their experience working specifically with farmworkers and agricultural employers.
- A list of representative projects completed by the firms and individuals proposed to work on this project that best exemplify the work requested in this RFP.
- For each project reference, include the project name, the client contact, the client's phone number and email, the dates the work was accomplished, and a brief description of the work accomplished.

- Consultant and sub-consultant document samples for similar projects, either by providing internet links, or including in the digital media submission of the proposal.

6. Scope of Work including Tasks and Deliverables

- A narrative describing the approach and work plan for completing the scope of work. On a per task basis the narrative should identify the designated team member(s) responsible for completing the work, specific deliverables, and the number of meetings attended.
- A description of the process to be used to conduct the surveys.
- Any additional suggestions Consultant believes would be valuable to include in this effort and any suggestions for further clarifying the scope or work and the usefulness of the product.
- A signed copy of any addendum shall be included in the proposal.

7. Budget Estimate

- A detailed budget estimate in matrix form including the hourly rates and time commitments for all team members and sub-consultants by task for the project.
- Include any proposed optional tasks, e.g. presentations at City Council/Board of Supervisor meetings, and Consultant's suggested optional tasks.
- Indicate estimated expenses, including travel.
- Include similar information for any sub-contractor.

8. Project Schedule

- Include timeframe for completion of tasks, including milestone dates for primary deliverables.
- Include discussion of where the project timeline may slip or is susceptible to delay if assumptions are not met relative to project task completion. Explain how crop cycles may affect the schedule. It is important for the City to understand the proposer's expectations for document review timeframes by the 25-member Oversight Committee as included in this schedule.

9. General Contract Requirements

- *Proof of Insurability.* A brief statement or certificate of insurance from an acceptable insurance company setting forth that insurance coverage as required in the attached sample contract, at a minimum, will be available at the time of commencement of the project. The City reserves the right to request additional insurance coverages and amounts through the final Agreement negotiated between the City and consultant selected.

- *Concurrence with contract provisions.* A brief statement that the proposer concurs with the provisions of the City's standard contract as attached to the RFP. Under certain circumstances, and subject to the discretion of the City, some provisions of the contract may be modified upon final contract negotiations with the selected consultant.

6. EVALUATION CRITERIA

It is the City's sole desire to contract with a qualified, professional consultant that has the proven experience, resources, and professional expertise to deliver the requested document(s). A committee comprised of City/partner staff members and officials will conduct evaluation of the proposals. The initial screening will be based on an objective review of the proposal received based on the criteria set forth in this RFP.

Proposals will be evaluated according to qualifications, experience, capabilities, references, resources, scope, schedule, cost, and demonstrated competence in performing the work required (not necessarily in that order). The proposal needs to fully respond to items listed in this RFP; needs to constitute a team that is experienced and qualified to meet the requirements of this project based on relevant experience; and needs to demonstrate the ability to identify and plan specific tasks to complete the project in a professional manner on schedule and within budget. The City will select the contractor that best meets the requirements put forth in the RFP. The following standards will be considered in evaluation of proposals:

- a) demonstrated understanding of the scope of work and Consultant's proposed methodology and familiarity with applicable practices and methodologies for the proposed work;
- b) past experience, performance, and ability of Consultant to deliver high quality work for relevant projects including: individuals assigned to do the work; quality of work; cost control; track record for meeting scheduled milestone dates; and quality of performance in previous contracts;
- c) experience and demonstrated ability to coordinate with staff and stakeholders, particularly agriculture business interests and farmworkers;
- d) demonstrated ability to deliver documents that exhibit excellent writing quality and the use of charts, graphs, and other graphics to communicate clearly.
- e) adequate technical, financial, and staffing resources for completion of the scope of work within the proposed time schedule;
- f) demonstrated qualification of the project leader and assurance of his or her principal involvement in the project through completion;
- g) organization, presentation, and content of proposal: conformance to the specified RFP format; and
- h) costs which are competitive with other submitted proposals.

7. PROPOSAL SUBMITTAL

Proposal shall consist only of printed materials and the pages must be numbered. The number of pages may not exceed fifty (50). Submittals containing loose items are not acceptable. Submit one (1) unbound and fifteen (15) bound copies of proposal with one (1) thumb drive of proposal to:

Jennifer Coile, Project Manager
City of Salinas
Community Development Department
65 West Alisal Street, 2nd Floor
Salinas, CA 93901

All submittals shall be received at the City of Salinas Community Development Department no later than **August 16, 2016 at 4:00 pm**. The mailing address for US Postal Service delivery is 65 West Alisal Street (Second Floor), postmarks are not acceptable. The physical address (for delivery services) is 65 West Alisal Street (Second Floor), Salinas, CA. City offices are open Monday through Friday, and closed Saturday, Sunday, and holidays. Proposals received after 4:00 pm on the due date will be returned unopened. Proposals submitted via facsimile or e-mail will not be accepted. Upon receipt, all material submitted in response to this request become the property of the City of Salinas, and may be considered public information pursuant to applicable law.

8. INQUIRIES

There will be **no pre-bid meeting** for this proposal. Any questions regarding this RFP may be emailed to Jennifer Coile, Project Manager, at jennifer.coile@ci.salinas.ca.us or faxed to (831) 775-4258 by **4 pm on July 28, 2016**. All submitted questions and responses will be posted on the City website <http://www.ci.salinas.ca.us> after the close of the question period. No questions regarding this RFP will be answered over the phone. Proposers that contact City personnel, City Council members, or Oversight Committee members after the City releases the RFP shall be disqualified. All addenda shall become part of this RFP. A signed copy of any addendum shall be included in the proposal.

9. CITY PROCESS

As noted in Task F of the anticipated Scope of Work in Section 4 of this RFP, an Oversight Committee comprised of representatives of key stakeholders has been formed to oversee the RFP process and the development of the Study and Action Plan. Every member of the Oversight Committee will receive a copy of the proposals, either digital or hard copy. City of Salinas staff and representatives of key stakeholders will form a Subcommittee of the Oversight Committee to review and evaluate all of the submitted proposals based on the stated evaluation criteria. As noted previously, firms may submit a proposal to do a specific task, or tasks, that is less than the entire scope of work.

Based on the evaluation of the Subcommittee, it is expected that one or more firms will be invited for an interview to make a presentation to the full Oversight Committee. It is the quality of the proposals received that will determine who will be invited to take part in an interview/presentation process. The City reserves the right to forgo the interview process and proceed directly to selection of the preferred firm in the event that a proposal is deemed superior in content. Staff may contact other agencies for feedback concerning previous work.

The City of Salinas retains the right to select the qualified finalists on behalf of the collaborative partners. The staff recommendation to the City Council of the City of Salinas will be based upon the quality of the proposal, including the experience of the proposed project team, project manager, and experience conducting similar type of work. The City anticipates entering into an agreement with the selected firm based on a negotiated fee and a negotiated scope of work. If an agreement on the fee cannot be reached, the City reserves the right to end negotiations and enter into negotiations with the next highest ranked consultant. The City Manager will consider the staff recommendation and award the contract for the negotiated final scope of work pursuant to the Municipal Code, which may also include consideration by the City Council.

10. CONDITIONS AND RESPONSIBILITIES OF REQUEST

1. **General Conditions.** The City of Salinas reserves the right to (1) reject any or all responses, (2) postpone award of the contract for a period not to exceed sixty (60) days from the date replies are due, (3) waive informalities in the responses, and (4) take whatever action or make whatever decision it determines to be in the best interest of the City. All proposals will remain in effect and legally binding for at least sixty (60) days from the date of submission. A contract agreement shall not be binding or valid with the City unless and until it is executed by authorized representatives of the City and of the Selected Consultant.

The City reserves the right to request additional information from any and all prospective firms as deemed necessary by the City in order to evaluate the proposals. This process may not be used, however, as an opportunity to submit missing documentation or to make substantive revisions to the original proposal.

A prospective firm may withdraw their proposal at any time prior to the date and the time which is set forth herein as the deadline for submittal of proposals.

2. **Liability of Costs and Responsibility.** Each prospective firm submitting a proposal in response to this Request for Proposals agrees that the preparation of all materials and presentation for submittal to the City is at the prospective firm's sole cost and expense, and the City will not, under any circumstances, be responsible for any costs or expenses incurred by a prospective firm.

Prospective firms are responsible for making necessary investigations and examination of records. Failure to do so will not act to relieve any condition of the proposed agreement or the requirements set out in this RFP. It is mutually understood and agreed that the submission of a proposal shall be considered conclusive evidence that the prospective firm has made such examinations and investigations. No request for modification of a proposal

shall be considered after its submission on the grounds that the prospective firm was not fully informed as to any fact or condition.

The selected consultant shall be required to assume responsibility for all services offered in the proposal whether or not they possess them within their organization. The selected consultant will be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

3. **Standard Agreement.** A sample professional services agreement is attached for the proponent's reference. It is the responsibility of the prospective consultant to be familiar with and accept the terms of this standard contract. In some instances, contract provisions can be modified after review and approval of the City during final contract negotiations. Overall, however, the provisions in this contract are those preferred by the City for the engagement of consulting services relating to this RFP. If any of the terms and conditions contained in the standard agreement are not agreeable, these should be identified specifically, otherwise it will be assumed that the Consultant is willing to enter into the agreement as it is written. Failure to identify contractual issues can be a basis for City to disqualify a consultant.
4. **Insurance.** Consultant shall, throughout the duration of project, maintain comprehensive general liability and property insurance covering all operations of Consultant, its agents and employees, performed in connection with the project in the amounts and in the types of coverages shown in the sample professional services agreement.
5. **Non-Discrimination/Non-Preferential Treatment.** The successful Consultant shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, in connection with or related to the performance of City contracts.
6. **Rights to Submitted Materials.** All proposals and related correspondence, reports, charges, schedules, exhibits and other documentation submitted with the proposal will become the property of the City and a matter of public record. All documents submitted in response to this RFP will be subject to disclosure if requested by a member of the public. There are a very limited number of narrow exceptions to these disclosure requirements. Any information that a prospective consultant considers confidential, the disclosure of which would be an unwarranted invasion of personal privacy, should be submitted in a sealed envelope marked "CONFIDENTIAL; NOT PUBLIC RECORDS." During the selection process, the City will keep such information confidential and will not disclose it except as may be required under applicable law, including the California Public Records Act. This means that, depending on the nature or timing of the request, or future court decisions, that information may not remain private and may be publicly disclosed. Once the selection process is completed, the City will return this information to the Consultant if not selected. Budgets and cost proposals submitted by proposers shall not be considered confidential or proprietary and may be subject to disclosure.

Prohibition of Gifts. City staff and officials are subject to several legal and policy limitations regarding receipt of gifts from persons, firms, or corporations either engaged in

business with the Agency, or proposing to do business with the City. The offering of any illegal gift shall be grounds to disqualify a Consultant. To avoid even the appearance of impropriety, Proponents and Selected Consultant should not offer any gifts or souvenirs, even of minimal value, to City officers or employees.

11. ATTACHMENTS

1. Key partners and stakeholders/Oversight Committee.
2. Circulation List: Request for Proposals.
3. City of Salinas Standard Professional Services Agreement.
4. Analysis of Farmworker Housing in City of Salinas Draft 2015-2023 Housing Element. And BHC-East Salinas Comments on Draft Salinas 2015-2023 Housing Element.

12. RESOURCE LINKS

2015-2023 City of Salinas Housing Element and Appendices
<http://www.ci.salinas.ca.us/services/commdev/generalplan.cfm>

2010 California Indigenous Farmworkers Report
<http://www.indigenousfarmworkers.org/housing.shtml>

Recent Documentaries – Salinas Valley Farmworkers

- East of Salinas
- The Salinas Project

13. TIMELINE

Last Day to Submit Written Questions on RFP	July 28, 2016
Proposal Due:	August 16, 2016
Rating and Ranking of Proposals	late August, 2016
Presentations by Finalists:	September 12-23, 2016
Award of Contract:	September/October, 2016

ATTACHMENT 1

Key Partners and Stakeholders/Oversight Committee

Association of Monterey Bay Area Governments (AMBAG)
Building Healthy Communities-East Salinas (BHC)
California Rural Legal Assistance
California Strawberry Commission
Center for Community Advocacy (CCA)
City of Gonzales
City of Greenfield
City of King
City of Salinas
City of Soledad
City of Watsonville
Community Housing Improvement Systems and Planning Association (CHISPA)
Communities Organized for Relational Power in Action (COPA)
Eden Housing
Grower-Shipper Association of Central California
MidPen Housing
Monterey Bay Economic Partnership
Monterey County Farm Bureau
Monterey County Department of Social Services
Monterey County Economic Development Department
Monterey County Health Department
Monterey County Housing Authority
Salinas Area Health in all Policies (HiAP)
Santa Cruz County
Santa Cruz County Farm Bureau

ATTACHMENT 2

CIRCULATION LIST: REQUEST FOR PROPOSALS

(In no particular order)

- Applied Survey Research, P.O. Box 1927, Watsonville, CA 95077, (831) 728-1356, appliedsurveyresearch.org, susan@appliedsurveyresearch.org
 - Natelson Dale, natelsondale.com, 24835 La Palma Avenue #1, Yorba Linda, CA 92882, dale@natelsondale.com
 - HR & A Advisors, 700 S. Flower Street, Suite 2730, Los Angeles, CA 90017 (T): 310.581.0900, info@hraadvisors.com
 - BAE Urban Economics, bae1.com; Matt Kowta, 803 2nd Street, Suite A, Davis, CA 95616, 530.750.2195; mkowta@bae1.com
 - California Human Development, 3315 Airway Drive, Santa Rosa, CA 95403, (707) 5214726, chris.paige@cahumandevlopment.org
 - California Institute for Rural Studies, Gail Wadsworth, Co-Executive Director, PO Box 1047, Davis, CA, 95617-1047, 530-756-6555 Ext 17, and Don Villarejo, Ph.D.
 - Alice C. Larson, Ph.D. Larson Assistance Services. P.O. Box 801. Vashon Island, WA 98070. 206-463-9000 (voice) las@wolfenet.com
 - Ag Innovations Network, info@aginnovations.org, Dan Schurman, (707) 823-6111, 101 Morris Street, Suite 212, Sebastopol, CA 95472-3838, daniel@aginnovations.org
 - Eivis Qenani, Professor, Agribusiness Department, Cal Poly, San Luis Obispo, eqenanip@calpoly.edu; 756-5035
 - Manuel Pastor, Professor, Program for Environmental and Regional Equity and Center for the Study of Immigration Integration, University of Southern California, 950 W. Jefferson Blvd JEF 102, Los Angeles 90089-1291, (213) 740-3643, mpastor@dornsife.usc.edu
 - Wayne Howard, Professor, Agribusiness Department, Cal Poly, San Luis Obispo, whhoward@calpoly.edu; 756-5022
 - Steven McKay, Director, Center for Labor Studies, Sociology Department, Critical Race and Ethnic Studies, UC-Santa Cruz; smckay@ucsc.edu; 1156 High Street, Santa Cruz, CA 95064
 - Rob Wiener, Executive Director, California Coalition for Rural Housing, 717 K Street #1400, Sacramento, CA 95814, (916) 443-4448, rob@calruralhousing.org
 - Ryan Galt, Associate Professor, Community and Regional Development, Department of Human Ecology, UC-Davis, regalt@ucdavis.edu, 2429 Hart Hall, Davis, CA 95616
 - Jonathan London, Director, Center for Regional Change, College of Agricultural and Environmental Science, 2335 Hart Hall, Davis, CA 95616, jklondon@ucdavis.edu
 - Jennifer LeSar, President and CEO, LeSar Development Consultants, 404 Euclid Avenue, Suite 212, San Diego, CA 92114, (619) 236-0612 x105, jennifer@lesardevelopment.com; nelli@lesardevelopment.com; bizdev@lesardevelopment.com
 - Estolano LeSar Perez Advisors: cynthia@elpadvisors.com; jenny@elpadvisors.com
 - CSUMB, Institute for Community Collaborative Studies, Prof. Kim Judson, kjudson@csumb.edu, (831) 582-4157
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- RCAC, Michael Carroll, Lending and Housing Department Director, 3120 Freeboard Drive #201, 2nd floor, West Sacramento, CA 95691, (916) 447-2854
 - Federal Reserve Bank of San Francisco, Lena Robinson, Regional Manager, Community Development, Northern California, PO Box 7702, San Francisco, CA 94120-7702, Lena.Robinson@sf.frb.org
 - Greg Sparks, Senior Program Officer, Rural LISC, Davis, CA (916) 719-3793, gsparks@lisc.org
 - Marty Miller, Executive Director, Office of Rural and Farmworker Housing, 1400 Summitview Avenue #203, Yakima, WA 98902, (509) 248-7014, martym2@orth.org
 - California Housing Partnerships Corporation, Richard Mandel, Director of Financial Consulting, 369 Pine Street #300, San Francisco, CA 94104, rmandel@chpc.net, (415) 433-6804 ext 312
 - Richard Mines, Ph.D., rkmines@volcano.net
 - Ignacio Navarro, Associate Professor, Health, Human Services and Public Policy, CSUMB, 100 Campus Center, Seaside CA 93955, inavarro@csumb.edu, (831) 582-4207
 - Martha Fleetwood, Executive Director, HomeBase, 870 Market Street #1228, San Francisco, CA 94102, marty@homebaseccc.org, (415) 788-7961 Ext 312
 - Paul Purcell, President, Beacon Development Group, paulp@beacondevgroup.com, 1221 E. Pike Street, Suite 300, Seattle, WA 98122, (206)204-1962; Veronica Ortiz-De Anda, veronicao@beacondevgroup.com, 6120 Stoneridge Mall Road #300, Pleasanton, CA 94588, (925) 9024-7112
 - Cathy Creswell, Creswell Consulting, cat.creswell@comcast.net
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ATTACHMENT 3

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF SALINAS AND _____

This Agreement for Professional Services (the "Agreement") is made and entered into this ___ day of _____, 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 _____, 2016, and shall terminate on _____, 201_, 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:

Director of Community Development

City of Salinas
65 West Alisal Street, 2nd floor
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: _____ Date
Its: _____

By: _____ Date
Its: _____

ATTACHMENT 4

ANALYSIS OF FARMWORKER HOUSING IN CITY OF SALINAS DRAFT 2015-2023 HOUSING ELEMENT AND COMMENTS OF BUILDING HEALTHY COMMUNITIES-SALINAS (BHC)

1) *Analysis of Farmworker Housing in City of Salinas Draft 2015-2023 Housing Element*

The Salinas Valley is one of the most productive agricultural regions in the world, earning its moniker “the Salad Bowl of the World.” The Valley is home to thousands of acres of produce and flower farms, as well as wineries. Agriculture contributes millions of dollars to the local economy and provides jobs to people throughout the Monterey Bay region. As traditionally defined, farm workers are persons whose primary incomes are earned through permanent or seasonal agricultural labor. Permanent farm workers tend to work in fields or processing plants. During harvest periods when workloads increase, the need to supplement the permanent labor force is satisfied with seasonal workers. Often these seasonal workers are migrant workers, defined by the inability to return to their primary residence at the end of the workday. The agricultural workforce in Monterey County does many jobs, including weeding, thinning, planting, pruning, irrigation, tractor work, pesticide applications, harvesting, transportation to the cooler or market, and a variety of jobs at packing and processing facilities. It is therefore difficult to estimate the number of farm workers residing in the County or City of Salinas. The 2012 USDA Census of Farmworkers reported 634 farms, employing 32,872 farmworkers in the County. Among these farms, 92 farms reported hiring 6,277 migrant workers. USDA data is only available at the county level. According to 2011-2013 ACS, there were 11,461 agricultural workers living in Salinas (18 percent of the City’s total labor force).

Farm worker households tend to have high rates of poverty, live disproportionately in housing which is in the poorest condition, have very high rates of overcrowding, have low homeownership rates, and are predominately members of minority groups. Some immigrant farm workers may have an inherent fear and mistrust of law enforcement and other government authorities based on their experience or perception of the government in their country of origin or from rumors and experiences suffered by other farm workers. These farm workers may be reluctant to report fair housing issues or violations or contact any other government official for assistance. Furthermore, most federally funded housing programs, including the Housing Choice Voucher program and other subsidy programs, exclude persons who are undocumented. This means that people who are most in need are unable to obtain housing assistance, and others are unable to find any housing and instead must resort to homeless shelters, to sleeping in their vehicles, or to homeless encampments.

According to the U.S. Department of Labor, Bureau of Labor Statistics (BLS), the average annual full-time wage for farm workers and laborers in the Salinas MSA in 2013 was \$19,290. Within farming, fishing, and forestry occupations, first-line supervisors and agricultural inspectors earned the highest wages. Table 1 presents the location quotient for farming, fishing, and forestry occupations. The location quotient is the ratio of the area concentration of occupational employment to the national average concentration. A location quotient greater than one indicates the occupation has a higher share of employment than average, and a location quotient less than

one indicates the occupation is less prevalent in the area than average. As shown in Table 1, there is a very high concentration of all types of agricultural occupation in the Salinas Metro area.

Table 1: Farm Worker Employment Profile - Salinas, CA Metro Area (County of Monterey)

Occupation Title	Employment	Location Quotient	Mean Hourly Wage	Annual Mean Wage
Farming, Fishing, and Forestry Occupations	28,340	55.62	\$9.71	\$20,200
First-Line Supervisors of Farming, Fishing, and Forestry Workers	680	31.35	\$23.02	\$47,880
Agricultural Inspectors	60	3.98	\$27.39	\$56,970
Graders and Sorters, Agricultural Products	520	11.67	\$10.09	\$20,990
Agricultural Equipment Operators	320	11.89	\$13.29	\$27,640
Farmworkers and Laborers, Crop, Nursery, and Greenhouse	26,700	87.14	\$9.27	\$19,290

Note: The U.S. Department of Labor, Bureau of Labor Statistics indicates a higher number of persons employed in Farming, Fishing, and Forestry Occupations as compared with data from the 2011-2013 American Community Survey from the U.S. Census Bureau.

Source: U.S. Department of Labor, Bureau of Labor Statistics. May 2013 Metropolitan and Nonmetropolitan Area Occupational Employment and Wage Estimates.

Several organizations work to secure more affordable housing for Salinas’ farmworkers. The two most active organizations in this area are the Community Housing Improvement Systems and Planning Association, Inc. (CHISPA) and the Center for Community Advocacy (CCA). CHISPA works to rehabilitate and construct new farm worker housing in the Salinas Valley. In Salinas, CHISPA built the Wesley Oaks project utilizing funding for farmworker housing. They have been successful in demolishing the dilapidated buildings intended to serve single migrant farm workers in the 1940s, which were not appropriate for permanent occupation by large families. In their place new affordable units are built for farm workers, some of which are “sweat equity” homes. With a sweat equity arrangement, the sale price of the home is significantly reduced because the homeowners themselves provide much of the labor to build them. CCA is a nonprofit organization whose mission is to improve housing conditions as well as provide outreach, health services, and educational programs to farm workers and other low-income families. CCA’s overarching goal is to help farm workers help themselves. CCA conducts outreach at labor camps to educate farm workers about their basic rights.

The Tresor Apartments for farmworkers were developed by the City with funding from the Redevelopment Agency, City HOME allocation and the USDA Rural Development program.

The Housing Authority of Monterey County (HACM) maintains a number of Migrant and Permanent Farm Labor housing units. A total of 215 housing units are available for this targeted population. The Migrant Center is located in King City and is open for six months each year. The permanent Farm Labor Complexes maintained by HACM are located in Salinas, Chualar, and Castroville. The United Farm Workers (UFW) Union also maintains an office in Salinas.

The 2010-2011 Consolidated Annual Performance and Evaluation Report (CAPER) states “It should be noted that, unlike other types of ‘special need’ housing, units suitable for occupancy by farmworker households are not physically different from those suitable for other households of similar size. Therefore, activities designed to create and preserve affordable housing in general will benefit households primarily dependent upon agriculture for their income.”

2. *Building Healthy Communities-Salinas Comments on Farmworker Housing Analysis and Policies in City of Salinas Draft 2015-2023 Housing Element*

BHC comments submitted July 29, 2015: Excerpt “Farmworker Housing Needs”

“At an average annual full-time wage of \$19,290, many farmworkers are forced to endure the City’s worst housing challenges: high cost burden, substandard living conditions, overcrowding, and even homelessness. This Housing Element provides the City of Salinas with a clear opportunity to set a high bar with respect to addressing the housing needs of farmworkers. It is imperative that the City conduct a rigorous analysis of farmworker housing needs in to develop adequate policies and actions.

The City makes an assumption in the Draft Housing Element that the housing needs of farmworker household are not physically different than those of other low-income households. Thus, the City concludes, “*activities designed to create and preserve affordable housing in general will benefit households primarily dependent on agriculture for their income.*” We feel that a more thorough analysis of farmworker housing needs will shed light on the distinct needs of certain farmworker households, specifically those of seasonal and unaccompanied farmworkers. For example, it is common knowledge that some of the City’s motels double as seasonal farmworker housing. Some farmworker advocates even report some farming operations are currently using Salinas’ motels to house H2A guest workers.

The Draft Housing Element’s analysis of farmworker housing needs fails to provide:

- (1) A quantification of the total number of farmworker households, in addition to the already provided estimate of farmworker individuals;
- (2) An estimate of seasonal farmworkers that would help to distinguish between the specific needs of permanent and seasonal farmworkers; and
- (3) A quantitative description of farmworkers’ housing need, including an assessment of unmet needs.

The Public Interest Law Project [*Housing Element Manual \(3rd Edition\)*](#) and [*HCD’s Housing Element Building Blocks*](#) guidance point to additional sources of information that cities can use to bolster their analysis of farmworker housing needs (e.g., farmworker employment data collected by growers’ organizations, school districts, and county agricultural commissioner).

Moreover, we have consulted with many experts and have concluded that the City has a *separate and additional* obligation to identify sites for farmworker housing that is beyond the obligation to identify sites to fulfill the RHNA allocation (see below). A more precise estimate of the number of farmworker households and their unmet need for housing should be used to establish the number of sites adequate to accommodate the need for farmworker housing.

Sites for Farmworker Housing (§65583(c)(1)(C))

(C) Where the inventory of sites pursuant to paragraph (3) of subdivision

(a) does not identify adequate sites to accommodate the need for farmworker housing, the program shall provide for sufficient sites to meet the need with zoning that permits farmworker housing use by right, including density and development standards that could accommodate and facilitate the feasibility of the development of farmworker housing for low- and very low income households.

...As with sites for very low and low-income housing, the sites identified for farmworker housing must be zoned at densities that make the development of housing for low and very low income farmworker households feasible...The sites should be appropriate in terms of location and development standards to facilitate housing for farmworkers. The program should identify zones where housing for permanent and if needed migrant farmworker housing is permitted. See HCD Building Blocks 3.C.v and 5.B.ii.¹

BHC Recommendation: Conduct a more rigorous inventory of farmworker households by type to inform a more rigorous analysis of farmworker housing needs, including the needs of seasonal farmworkers. Identify adequate sites and standards for building health-supporting housing to meet the need for farmworker housing.”

City Staff Response, provided to Planning Commission and City Council:

“The Zoning Code was amended in 2012 to update regulations for Employee Housing, specifically farmworker housing, ranch bunkhouses, and labor camps, as permitted uses in agricultural, residential-low density, residential-medium density, commercial, mixed use, and new urbanism districts. Sites identified in HE are appropriate for farmworker housing. Also addressed by Action N-1.1.5 of the Draft Economic Development Element: “Partner with CSUMB, Hartnell College, and public service agencies to facilitate innovative solutions for the creation of seasonal workforce housing, such as housing promoted by the Small House movement.”

Analysis of farmworker households and housing needs in Draft HE was performed with readily available data. Farm labor statistics are collected by the Bureau of Labor Statistics, which only reports farm labor and agricultural production data at the county level. In the future, City Council could decide to allocate additional funding for special study that would require a scientific community survey and/or a survey of agricultural employers in the County to determine housing needs of the farm labor and their current residency, and if appropriate and necessary, then amend the HE according to findings in additional analysis.”

BHC Comments submitted for the August 17, 2015 City Council Meeting:

“The Housing Workgroup requests that this suggestion be incorporated as an implementing action in the Draft Housing Element Housing Plan:

Action H-13: Housing for Local Workforce

ADD Objective: “Allocate funding for and conduct a special study that requires a scientific community survey and/or a survey of agricultural employers in the county to further define housing needs of farm labor workforce, financing constraints and opportunities, and best practices by FY 2017.”

¹ See Public Interest Law Project California Housing Element Manual (November 2013) pgs. 59-60.

<http://pilpca.org/wp-content/uploads/2010/10/California-Housing-Element-Manual-3rd-Ed.-Law-Advocacy-and-Litigation-June-2013.pdf>

Analysis of the special needs of farmworkers is not just a statutory Housing Element Requirement. Farmworker households are the foundation of our community and local economy. It is imperative that the City of Salinas goes above and beyond to accurately define the housing needs of all farmworkers to ultimately identify and implement creative, sustainable and health promoting housing solutions.”

City Council added Implementation Objective in Action H-13, Housing for Local Workforce

“Contribute a share of funding to participate in and conduct a special countywide study that requires a scientific community survey and/or a survey of agricultural employers in the county to further define housing needs of farm labor workforce, financing constraints and opportunities, and best practices by the end of 2016.”

HCD Staff contacted BHC in mid-September

HCD staff called BHC to ask if they were satisfied with the HE.

Wording in Final HE, Requested by HCD

Sentence added to Objective after HCD staff reviewed draft in October; approved by Planning Commission and City Council in December 2015, certified in February 2016: “Based on the outcomes of the study, develop appropriate programs/strategies to address the housing needs of farmworkers.”